



Cooperative Request Review

This cooperative request for **AT&T Cellular Services & Equipment** is recommended for approval.

The anticipated value of the project is **\$1,000,000.00**. The lead department is ITS.

Legal Justification

T.C.A. § 12-3-1205 & MCL 4.12.093 authorize Metro to participate in cooperative purchasing agreements with other governmental entities outside Tennessee for the purchase of goods, supplies, services, and equipment.

For this request, the cooperative purchasing agreement is held by Sourcewell; the lead agency is the Sourcewell. Sourcewell is a public institution in the state of Minnesota that meets the standards for governmental entity as defined in the referenced statute.

The contract resulted from a competitive RFP with two (2) offers.

Regulatory Justification

R4.12.090.05 of the regulations to the procurement code limit participation in cooperative purchasing agreements to that of supplies and products that do not include services unless the purchasing agent determines that such a cooperative is in the best interest of Metro.

For this request, the cooperative purchasing agreement is for AT&T Cellular Services & Equipment. The inclusion of a service eliminate in the cooperative is appropriate because the supply/product can only be serviced and maintained by the provider. It is, therefore, in the best interest of Metro to utilize a cooperative where service is included.

Value Justification

It is unlikely that Metro, as a single government entity, would obtain better value through a competitive solicitation than this cooperative purchase agreement. That is because the pricing in cooperative purchase agreements leverage the scale of Sourcewell membership.

Prepared by Zak Kelley
05/14/2024

Cooperative Purchase Request

Instructions for Use:

Step 1 - Complete parts 1, 2, 3, and 4.

Step 2 - Collect attachments enumerated in part 4.

Step 3 - Email completed form and relevant attachments to proc@metro.gov.

Note - do NOT sign. Pending review, the division of purchases will collect signatures via DocuSign.

DIVISION OF PURCHASES

Contact Person	LARRY LAW	Department	ITS
Email	Larry.Law@Nashville.gov	Phone	615-880-2788
Date Submitted	03/13/2024		

Cooperative Entity	Sourcewell	Originating Agency	Sourcewell
Vendor	AT&T	Contract Number	#080119-ATT
Contract Start	12/31/2019	Contract Expiration	12/31/2024
Solicitation Method			
Description of good/services procured	Cellular services and equipment		

Yes No Will any Metro departments/agencies, other than the requesting department/agency, be utilizing this cooperative? If yes, please indicate which departments/agencies below:

Police, Fire, OEM, Mayors Office, etc

Yes No Have you attached the original contract from the originating agency?

Yes No Does the contract contain a cooperative purchase provision allowing use by other governmental agencies?

Yes No Do you accept the terms and conditions of the contract without exception?

Yes No Have you attached the formal solicitation (RFP/ITB) from the originating agency?

Yes No Was the solicitation advertised, open, and unrestricted?

Yes No This purchase, including but not limited to cost terms detailed in the contract, is in the best interest of the Metropolitan Government of Nashville & Davidson County.

Below, briefly describe why utilizing this cooperative contract—as opposed to issuing an RFP/ITB—is more advantageous to Metro. Be thorough; this is utilized to develop legislation. Failure to complete may result in your request being returned.

With Sourcewell, we will get better phone equipment pricing as well as other pricing with the combined buying power of govt, educ and nonprofit organizations.

Larry Law	4/15/2024	9:35 PM	ED	Contact/Requestor
Keith Durbin	4/16/2024	8:28 PM	ED	Head
Dennis Rowland	4/17/2024	9:51 AM	ED	Agent



Solicitation Number: RFP #080119 CONTRACT

This Master Contract ("Contract") is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 ("Sourcewell") and **AT&T Mobility National Accounts, LLC**, 1024 Lennox Park NE, Atlanta, GA 30319 ("Vendor" or "AT&T").

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its members (each, a "Member").

1. TERM OF CONTRACT

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

B. EXPIRATION DATE AND EXTENSION. This Contract expires December 31, 2023, unless it is terminated sooner pursuant to Section 24 (Cancellation). This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. The respective obligations of Sourcewell and AT&T that by their nature would continue beyond the termination or expiration of this Contract, including the obligations set forth in Section 11 (Liability and Third Party Claims), Section 12 (Government Data Practices), Section 14 (Third Party Claims Concerning Infringement), Section 15 (Publicity, Marketing, and Endorsement), Section 16 (Governing Law, Jurisdiction, and Venue), and Section 23 (Confidential Information), will survive such termination or expiration.

D. PARTS OF THIS CONTRACT. This Contract incorporates the following documents:

1. *Participation Agreement and/or PA* (defined below).

2. *Tariffs and Guidebooks*. "Tariffs" are documents containing the descriptions, pricing and other terms and conditions for a Service that Vendor or its Affiliates file with regulatory authorities. "Guidebooks" are documents (designated as Guidebooks or Price Lists) containing the descriptions, pricing and other terms and conditions for a Service that were but no longer are filed with regulatory authorities. Tariffs and Guidebooks can be found at att.com/servicepublications or other locations Vendor may designate.

3. *Acceptable Use Policy*. Vendor's Acceptable Use Policy ("AUP") applies to (i) Services provided over or accessing the Internet and (ii) wireless (i.e., cellular) data and messaging Services. The AUP can be found at att.com/aup or other locations Vendor may designate.

4. *Service Guides*. The descriptions, pricing and other terms and conditions for a Service not covered by a Tariff or Guidebook may be contained in a Service Guide, which can be found at att.com/service publications or other locations Vendor may designate.

E. ORDER OF PRIORITY. The order of priority of the documents that form this Contract is: any applicable Participation Agreement, this Contract; the AUP; and Tariffs, Guidebooks and Service Guides; provided that Tariffs will be first in priority in any jurisdiction where applicable law or regulation does not permit contract terms to take precedence over inconsistent Tariff terms.

F. REVISIONS TO DOCUMENTS. Vendor may revise Service Publications at any time.

G. EXECUTION BY AFFILIATES. A Vendor affiliate or Sourcewell or Member affiliate may sign a Participation Agreement in its own name, and such affiliate contract will be a separate but associated contract incorporating the terms of this Contract. Sourcewell and Sourcewell Members will cause their respective affiliates to comply with any such separate and associated contract, as shall Vendor with respect to its affiliates.

2. DEFINITIONS

Within this Contract, these terms have the following meanings:

- "**Affiliate**" of a party means any entity that controls, is controlled by or is under common control with such party.
- "**API**" means an application program interface used to make a resource request from a remote implementer program. An API may include coding, specifications for routines, data structures, object classes, and protocols used to communicate between programs.
- "**AT&T Software**" means software, including APIs, and all associated written and electronic documentation and data owned by AT&T and licensed by AT&T to Sourcewell or any Member pursuant to the Contract. AT&T Software does not include software that is not furnished to Sourcewell or such Member, as applicable.
- "**Cutover**" means the date a Member's obligation to pay for Services begins.
- "**Equipment**" means the wireless receiving and transmitting equipment or SIM (Subscriber Identity Module) Card that AT&T has authorized to be programmed with a Number or Identifier, and any accessories.
- "**Hazardous Materials**" mean any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water

or soil or to health and safety. Vendor shall have no obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose of Hazardous Materials.

- **“Participation Agreement” or “PA”** means an agreement between Vendor and a Member, in form and substance substantially similar to Exhibit A to this Contract and otherwise in conformance with Section 3(D) (Participation Agreements) of this Contract, through which such Member participates in the Contract.
- **“Personal Data”** means information that identifies an individual, that Sourcewell or a Member directly or indirectly makes accessible to AT&T and that AT&T collects, holds or uses in the course of providing the Services.
- **“Purchased Equipment”** means equipment or other tangible products Sourcewell or a Member purchases under a Participation Agreement or otherwise from Vendor, including any replacements of Purchased Equipment provided to Sourcewell or a Member. Purchased Equipment also includes any internal code required to operate such Equipment. Purchased Equipment does not include Software but does include any physical media provided to Sourcewell or Member on which Software is stored.
- **“Service Component”** means an individual component of a Service provided under this Contract.
- **“Service Publications”** means Tariffs, Guidebooks, Service Guides and the Vendor’s Acceptable Use Policy.
- **“Software”** means AT&T Software and Third-Party Vendor Software.
- **“Third-Party Service”** means a service provided directly to Sourcewell or a Member by a third-party under a separate agreement between Sourcewell or a Member and the third party.
- **“Third-Party Vendor Software”** means software, including APIs, and all associated written and electronic documentation and data AT&T furnishes to Sourcewell or a Member, other than AT&T Software.
- **“Total Wireless Spend”** means the total amount of Corporate Responsible Users (“CRU”) charges set forth on invoices paid to AT&T by the CRUs under this Contract during the applicable calendar quarter, less any charges for taxes, surcharges and equipment.

3. EQUIPMENT, PRODUCTS, OR SERVICES

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

Subject to the terms and conditions of any applicable Participation Agreement with a Member, all Equipment and Products provided under this Contract must be new/current model. Vendor

may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

Without prejudice to any applicable early termination charges, this Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. AT&T DELIVERABLES.

1. *Services.* AT&T will either provide or arrange to have an AT&T Affiliate provide Services to Sourcewell and its Members, subject to the availability and operational limitations of systems, facilities and equipment. Where required, a AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider.

2. *License and Other Terms.* Software and Third-Party Services may be provided subject to the terms of a separate license or other agreement between Sourcewell or Members and either the licensor, the third-party service provider or the manufacturer. Sourcewell's execution of the Contract is Sourcewell's agreement to comply with such separate agreement, as is a Member's agreement to any applicable Participation Agreement. Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Sourcewell's or Member's orders for Third-Party Services, except that AT&T may invoice and collect payment from Sourcewell or Member, as applicable, for the Third-Party Services.

C. SOURCEWELL'S COOPERATION.

1. *Access Right.* Sourcewell or Member will in a timely manner allow AT&T access as reasonably required for the Services to property and equipment that Sourcewell or Member controls and will obtain at Sourcewell's or Member's expense timely access for AT&T as reasonably required for the Services to property controlled by third parties such as Sourcewell's or Member's landlord. AT&T will coordinate with and, except in an emergency, obtain Sourcewell's or Member's consent to enter upon Sourcewell's or Member's property and premises, which consent shall not be unreasonably withheld. Access rights mean the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use ancillary equipment space within a building for Sourcewell's or Member's connection to AT&T's network. Sourcewell or Member must provide AT&T timely information and access to Sourcewell's or Member's facilities and equipment as AT&T reasonably requires for the Services, subject to Sourcewell's or Member's reasonable security policies. Sourcewell or Member will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items as AT&T reasonably requires for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way). Sourcewell or Member will have the Site ready for AT&T to perform its work according to a mutually agreed schedule.

2. *Safe Working Environment.* Sourcewell or Member will ensure that the location at which AT&T installs, maintains or provides Services is a safe working environment, free of Hazardous Materials and reasonably suitable for the Services.
3. *Users.* "User" means anyone who uses or accesses any Service provided to Sourcewell or Member. Sourcewell and its Members ordering or receiving Services will cause Users to comply with this Contract and is responsible for Users' use of any Service unless expressly provided to the contrary in an applicable Service Publication.
4. *Resale of Services.* Neither Sourcewell nor any Member may resell the Services or rebrand the Services for resale to third parties without AT&T's prior written consent.

D. PARTICIPATION AGREEMENT. AT&T may enter into a Participation Agreement with any Sourcewell Member, the form of which is attached hereto as Exhibit A ("Participation Agreement Template") which shall include the Participation Agreement Cover Page and the Participation Agreement Standard Terms, which shall incorporate by reference the terms and conditions of this Contract and identify the Service or Services from the AT&T Sourcewell Program Website which are eligible for purchase under the Participation Agreement. The form of Exhibit A may not be revised without amendment; provided that AT&T and a Member may modify the terms of the Participation Agreement between them as both may agree. Individual Participation Agreements may be terminated prior to the expiration of this Contract without any effect on this Contract's continued operation, but this Contract's termination or expiration shall also terminate any outstanding Participation Agreements.

1. Each Participation Agreement shall be assigned an AT&T Contract Number.
2. By requesting Service under a Participation Agreement, the Member is agreeing to be bound by the terms and conditions of this Contract (including all Attachments and incorporated documents), including the obligation to pay AT&T for all Services, Equipment, and related products within thirty (30) days from invoice date.
3. The Member must order Service under a Participation Agreement through (i) the AT&T Premier website utilizing approved customer log-in credentials, or (ii) by submitting an email or fax to AT&T with the correct authenticating information (accepted at AT&T's sole discretion).

E. WARRANTY. Vendor shall pass through to Members any warranties for Equipment and Third-Party Vendor Software available from the manufacturer or licensor. The manufacturer or licensor, and not Vendor, is responsible for any such warranty terms and commitments. ALL SOFTWARE AND EQUIPMENT IS OTHERWISE PROVIDED TO Members ON AN "AS IS" BASIS.

4. PRICING, BILLING, SHIPPING, TAX, AND PAYMENTS

A. PRICING. All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal. The rates set forth in this Contract are exclusive of taxes, surcharges, regulatory fees, and other similar charges relating to the provision of the Services. Sourcewell and

all Members purchasing Services under this Contract shall be responsible for paying all applicable surcharges, regulatory fees and other similar charges relating to the provision of the Services.

Regardless of the payment method chosen by the Member, 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 Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member'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 Member's requested delivery location.

The prices are stabilized until the end of the Term and will apply in lieu of the corresponding prices set forth in the applicable Service Publication. No promotion, credit, discount or waiver set forth in a Service Publication will apply.

B. BILLING. Unless a Service Publication specifies otherwise, Sourcewell's or a or Member's obligation to pay for a Service Component begins upon availability of the Service Component to Sourcewell or the Member. Sourcewell or the Member, as applicable, will pay AT&T without deduction, setoff or delay for any reason (except for withholding taxes).

C. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged and perform in substantially accordance with the written specifications. If the Equipment or Products do not substantially comply with the written specifications at the time of delivery, then within fourteen (14) days the Member shall notify AT&T in writing and provide AT&T an opportunity to cause the Equipment or Products to substantially comply with the Specifications. AT&T shall notify the Member upon completion of its corrective action, and the Member shall perform such tests as may be necessary to ensure that the Equipment or Products substantially comply with the written specifications. If the Member fails to notify AT&T in writing that the Equipment or Products are not in substantial compliance with the Specifications, then AT&T's Acceptance shall be deemed to occur fifteen (15) days following the later to occur of delivery or AT&T's corrective action. If AT&T fails to take corrective action after having received notice that Equipment or Products do not substantially comply with the written specifications, then the Member may reject delivery of such Equipment or Products without liability, and AT&T shall be responsible for any return shipment costs reasonably incurred by the Member.

D. SALES TAX. Rates and charges are exclusive of applicable taxes. Member must pay all taxes, which include any applicable sales, public utilities, gross receipts, or other taxes, surcharges, fees and assessments imposed by governments (regardless of whether they are imposed on a Member, corporate responsible user (CRU), or Vendor) including, without limitation, assessments to defray costs for government programs such as universal connectivity, enhanced 911 service, local number portability, and number pooling relating to Service, Equipment, goods or services purchased, and/or the wireless network.

AT&T acknowledges that in certain instances Members may be tax-exempt. AT&T will accord the proper tax-exempt status to each Entity that properly establishes such status. Notwithstanding this tax-exempt status, each Entity must pay any Taxes not covered by its tax-exempt status.

E. PAYMENTS.

1. *Payment.* Payment for service is due within 30-days after the date of the invoice (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. AT&T does not receive payment by the payment due date, AT&T may charge late payment fees at the lowest of (a) 1.5% per month (18% per annum), (b) for Services contained in a Tariff or Guidebook at the rate specified therein, or (c) the maximum rate allowed by law for overdue payments.
2. *Dispute.* Member will not be required to pay charges for Services initially invoiced more than 6 months after close of the billing period in which the charges were incurred, except for calls assisted by an automated or live operator. If Member disputes a charge, Member will provide notice to AT&T specifically identifying the charge and the reason it is disputed within 6 months after the date of the invoice in which the disputed charge initially appears, or Member waives the right to dispute the charge. The portion of charges in dispute may be withheld and will not be considered overdue until AT&T completes its investigation of the dispute. Following AT&T's notice of the results of its investigation to Member, payment of all properly due charges and properly accrued late payment fees must be made within fifteen (15) business days. AT&T will reverse any late payment fees that were invoiced in error.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. MEMBERSHIP. Membership in Sourcewell is open to public and nonprofit entities; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract, provided that Vendor shall be under no obligation to accept orders or other solicitations for Equipment, Products or Services to be delivered outside the United States or from Members situated or organized outside the United States or its territories. A Member'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. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation.

Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract, provided that such removal shall not affect the validity or enforceability of any open contracts or orders between such Members and Vendor. In the event a Member is removed from Sourcewell's Membership roster, AT&T will no longer process the Administrative Fee for that Member's CRU usage as defined in Section 8.B (Administrative Fee).

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

6. MEMBER ORDERING AND PARTICIPATION AGREEMENT

A. PARTICIPATING AGREEMENT AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Member will execute a Participation Agreement with Vendor. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a Participation Agreement may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements.

C. PERFORMANCE BOND. If requested by a Member, and agreed by AT&T, Vendor will provide a performance bond that meets the requirements set forth in the Member's Participation Agreement.

D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor 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.

E. TERMINATION BETWEEN VENDOR AND MEMBERS.

1. *Termination of Participation Agreement.* Any Participation Agreement with a Member may be terminated immediately upon notice by either party thereto if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, enters receivership or any state insolvency proceeding or makes an assignment for the benefit of its creditors.

2. *Termination or Suspension.* The following additional termination provisions apply:

(a) Material Breach. If either party to a Participation Agreement fails to perform or observe any material warranty, representation, term or condition of this Contract or such Participation Agreement, including non-payment of charges, and such failure continues unremedied for 30 days after receipt of notice, the aggrieved party may terminate (and Vendor may suspend and later terminate) the affected Service Components and, if the breach materially and adversely affects the entire Participation Agreement, terminate (and AT&T may suspend and later terminate) the entire Participation Agreement.

(b) Materially Adverse Impact. If AT&T revises a Service Publication, the revision has a materially adverse impact on a Member and AT&T does not effect revisions that remedy such materially adverse impact within 30 days after receipt of notice from such Member, then such Member may, as Member's sole remedy, elect to terminate the affected Service Components on 30 days' notice to AT&T, given not later than 90 days after Member first learns of the revision to the Service Publication. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority, or assessment of or changes to additional charges such as surcharges or taxes.

(c) Internet Services. If a Member fails to rectify a violation of the AUP within 5 days after receiving notice from Vendor, Vendor may suspend the affected Service Components. Vendor reserves the right, however, to suspend or terminate immediately when: (i) Vendor's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) Vendor is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) Vendor reasonably determines that (a) it may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if Vendor were to allow the violation to continue; (b) such violation may harm or interfere with the integrity, normal operations or security of Vendor's network or networks with which Vendor is interconnected or may interfere with another customer's use of Vendor services or the Internet; or (c) such violation otherwise presents an imminent risk of harm to Vendor, Vendor's customers or its or their respective employees.

(d) Fraud or Abuse. Vendor may terminate or suspend an affected Service or Service Component and, if the activity materially and adversely affects the entire Participation Agreement, terminate or suspend the entire Participation Agreement, immediately by providing Member with as much advance notice as is reasonably practicable under the circumstances if Member, in the course of breaching the Contract, Participation Agreement: (i) commits a fraud upon Vendor; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses Vendor's network or Service; or (v) interferes with another customer's use of Vendor's network or services.

(e) Infringing Services. If the options described in Section 14.C. (Infringing Services) are not reasonably available, Vendor may at its option terminate the affected Services or Service Components without liability other than as stated in Section 14.A. (AT&T's Obligations).

(f) Hazardous Materials. If Vendor encounters any Hazardous Materials at the Site, Vendor may terminate the affected Services or Service Components or may suspend performance until Member removes and remediates the Hazardous Materials at Member's expense in accordance with applicable law.

(g) Non-Appropriations. By entering into any Participation Agreement, Member warrants that Member has funds appropriated and available to pay all amounts due thereunder through the end of Member's current fiscal period. Member further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the applicable term of the Participation Agreement. In the event Member is unable to obtain the necessary appropriations or funding for the Services provided by Vendor, Member may terminate the Services without liability for the termination charges upon the following conditions: (i) Member has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite Member's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Member has negotiated in good faith with Vendor to develop revised terms, and an alternative payment schedule or a new agreement to accommodate Member's budget. Member must provide Vendor thirty (30) days' prior written notice of its intent to terminate the Services. Termination of the Services for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If Member terminates the Services pursuant to this subsection, Member agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original term of the applicable Participation Agreement.

(h) Termination for Convenience. A member may terminate a PA for its convenience upon 60 days' written notice, and upon full payment of services provided, including any applicable termination charges.

3. *Effect of Termination.*

(a) No Waiver. Termination or suspension by either party of a Service or Service Component does not waive any other rights or remedies a party may have under this Contract or the Participation Agreement and will not affect the rights and obligations of the parties regarding any other Service or Service Component.

(b) Payment of Amounts Due. If a Service or Service Component is terminated, Member will pay all amounts incurred prior to the effective date of termination.

4. *Termination Charges.*

(a) No Termination Charge for Termination for Cause. If Member terminates a Participation Agreement or an affected Service or Service Component for cause in accordance with the Contract or if Vendor terminates a Service or Service Component other than for cause, then except as may be expressly set forth in an applicable Participation Agreement or Service Publication, Member will not be liable for termination charges.

(b) Impact of Cutover on Termination Charges. If Member or Vendor terminates a Service or Service Component prior to Cutover other than as set forth in Section 6.E.4(a) (No Termination Charge for Termination for Cause), Member (i) will pay any pre-Cutover termination or cancellation charges set out in a Participation Agreement or Service Publication, or (ii) in the absence of such specified charges, will reimburse Vendor for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.

7. **CUSTOMER SERVICE**

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

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

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, 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, Vendor must provide a contract sales activity report (Report), at the Foundation Account Number ("FAN") that AT&T uses to track individual customer accounts, to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made). The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;

- Sourcewell Assigned Entity/Member Number;
- Total Mobility Sales
- Total Equipment Sales;
- Total Sales less taxes and Sourcewell Administrative Fee Applied; and
- Bill Cycle Month.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee (1%) to Sourcewell on all Total Wireless Spend provided to Members. The report format and content will be mutually agreed upon by the parties and must be received no later than forty-five (45) calendar days after the end of each calendar quarter. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Total Wireless Spend purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than sixty (60) calendar days after the end of each calendar quarter.

No more than one time in any twelve (12) month period, Vendor agrees to reasonably cooperate with Sourcewell at no out-of-pocket cost or expense, in auditing transaction under this Contract to ensure that the administrative fee is paid on the Total Wireless Spend under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, following written notice to AT&T of such delinquency, Sourcewell may charge late payment fees at the lowest of (a) 1.5% per month (18% per annum) or (b) the maximum rate allowed by law for overdue payments. In the event this Contract is terminated by either party prior to the Contract's expiration date, the administrative fee payment will be due as defined above.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

A. ASSIGNMENT AND SUBCONTRACTING.

1. *Generally.* Except as set forth below, neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the other party. Such consent will not be unreasonably withheld or conditioned. In the case of any assignment, the assigning party shall remain financially responsible for the

performance of the assigned obligations.

2. *Exception and Condition.* Vendor may subcontract to an affiliate or a third party work to be performed under this Contract but will remain financially responsible for the performance of such obligations.
3. *Abroad.* In countries where AT&T does not have an affiliate to provide a Service, AT&T may assign its rights and obligations related to such Service to a local service provider, but AT&T will remain responsible for such obligations. In certain countries, a Member may be required to contract directly with the local service provider.

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

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor as to the subject matter of this Contract. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **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, master- servant, principal-agent, or any other relationship.

11. LIABILITY AND THIRD-PARTY CLAIMS

A. **GENERAL INDEMNITY.** Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any third-party claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor 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.

B. **NOTICE AND COOPERATION.** The party seeking defense or settlement of a third-party claim under this Section 11 (Third Party Claims) will provide notice to the other party promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent the other party is prejudiced by the delay. The party seeking defense or settlement will allow the other party to control the defense and settlement of the claim and will reasonably cooperate with the defense. The defending party will use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim where relief against the party being defended is

limited to monetary damages that are paid by the defending party under this Section 11 (Third Party Claims).

C. LIMITATION OF LIABILITY.

1. EACH PARTY'S ENTIRE LIABILITY (INCLUDING EACH APPLICABLE MEMBER'S ENTIRE LIABILITY) AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR DAMAGES ON ACCOUNT OF ANY CLAIM ARISING OUT OF AND NOT DISCLAIMED UNDER THIS CONTRACT SHALL BE:
 - (a) FOR BODILY INJURY, DEATH OR DAMAGE TO REAL PROPERTY OR TO TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY A PARTY'S NEGLIGENCE, PROVEN DIRECT DAMAGES;
 - (b) FOR BREACH OF SECTION 23 (CONFIDENTIAL INFORMATION) , SECTION 15 (PUBLICITY, MARKETING, AND ENDORSEMENT, PROVEN DIRECT DAMAGES;
 - (c) FOR ANY THIRD-PARTY CLAIMS, THE REMEDIES AVAILABLE UNDER SECTION 14 (THIRD PARTY CLAIMS CONCERNING INFRINGEMENT);
 - (d) FOR CLAIMS ARISING FROM THE OTHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVEN DAMAGES; OR
 - (e) FOR CLAIMS OTHER THAN THOSE SET FORTH IN SECTION 11.C.1(a)-(d), PROVEN DIRECT DAMAGES NOT TO EXCEED, ON A PER CLAIM OR AGGREGATE BASIS DURING ANY TWELVE (12) MONTH PERIOD, AN AMOUNT NOT TO EXCEED \$50,000.
2. EXCEPT AS SET FORTH IN SECTION 14 (THIRD PARTY CLAIMS CONCERNING INFRINGEMENT) OR IN THE CASE OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS.
3. THE LIMITATIONS IN THIS SECTION 11 (LIABILITY AND THIRD-PARTY CLAIMS) SHALL NOT LIMIT A MEMBER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS CONTRACT.

D. DISCLAIMER OF LIABILITY. AT&T WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY A MEMBER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR ANY SERVICE ERROR OR INTERRUPTION, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 OR OTHER EMERGENCY RESPONSE CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR CREDITS EXPLICITLY SET FORTH IN THIS CONTRACT); LOST OR ALTERED MESSAGES OR

TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF ANY MEMBER'S (OR ITS AFFILIATES', USERS' OR THIRD PARTIES') APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

E. PURCHASED EQUIPMENT AND THIRD-PARTY VENDOR SOFTWARE WARRANTY. AT&T shall pass through to any applicable Member any warranties for Purchased Equipment and Third-Party Vendor Software available from the manufacturer or licensor. The manufacturer or licensor, and not AT&T, is responsible for any such warranty terms and commitments. ALL SOFTWARE AND PURCHASED EQUIPMENT IS OTHERWISE PROVIDED TO MEMBERS ON AN "AS IS" BASIS.

F. DISCLAIMER OF WARRANTIES. AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER) AND MAKES NO GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO SOURCEWELL'S OR ANY MEMBER'S DATA AND INFORMATION.

G. APPLICATION AND SURVIVAL. The disclaimer of warranties and limitations of liability set forth in this Contract will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages and will apply so as to limit the liability of each party and its affiliates and their respective employees, directors, subcontractors and suppliers. The limitations of liability and disclaimers set out in this Section 11 (Liability and Third-Party Claims) will survive failure of any exclusive remedies provided in this Contract.

H. LEGAL ACTION. Except where prohibited by law, any legal action arising in connection with this Contract must be filed within two (2) years after the cause of action accrues, or it will be deemed time-barred and waived. The parties waive any statute of limitations to the contrary.

12. AUDITS

A. AUDIT TO VERIFY INVOICES. Subject to AT&T's reasonable security requirements and not more than once every twelve (12) months, Sourcewell or a relevant Member may, at its own expense, review AT&T's relevant billing records for a period not to exceed the preceding 12 months, for the purpose of assessing the accuracy of AT&T's invoices. Sourcewell or such Member may employ such assistance, as it deems desirable to conduct such reviews, but may not employ the assistance of any entity that derives a substantial portion of its revenues from the provision of services that are substantially similar to the Services provided hereunder or any person who has previously

made prohibited use of AT&T's Confidential Information. Sourcewell or such Member, as applicable, shall cause any person retained for this purpose to execute a non-disclosure agreement. Such reviews shall take place at a time and place agreed upon by the parties. Sourcewell's or as applicable, a Member's, normal internal invoice reconciliation procedures shall not be considered a review of AT&T's relevant billing records.

B. **PROMPT CORRECTION OF BILLING ERRORS.** AT&T shall promptly correct any billing error that is revealed in a billing review, including refunding any overpayment by Sourcewell or a Member in the form of a credit or billing any underpayment as soon as reasonably practicable under the circumstances.

C. **COOPERATION.** AT&T shall cooperate in any Sourcewell or Member billing review, providing AT&T billing records as reasonably necessary to verify the accuracy of AT&T's invoices. AT&T may redact from the billing records provided to Sourcewell or such Member any information that reveals the identity or confidential information of other AT&T customers or other AT&T information that is not relevant to the purposes of the review.

13. GOVERNMENT DATA PRACTICES

Vendor 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, stored, used, maintained, or disseminated by the Vendor under this Contract. If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. THIRD PARTY CLAIMS CONCERNING INFRINGEMENT

A. **AT&T'S OBLIGATIONS.** AT&T agrees at its expense to defend and either to settle any third-party claim against Sourcewell or a Member, its affiliates and its and their respective employees and directors or to pay all damages that a court finally awards against such parties for a claim alleging that a Service provided to a Member under this Contract infringes any patent, trademark, copyright or trade secret, but not where the claimed infringement arises out of or results from: (a) Sourcewell's, the Member's, the affiliate's or a user's content; (b) modifications to the Service by Sourcewell, the Member, the affiliate or a third party, or combinations of the Service with any non-AT&T services or products by Sourcewell, the Member or others; (c) AT&T's adherence to Sourcewell's, the Member's or the affiliate's written requirements; or (d) use of a Service in violation of this Contract.

B. **SOURCEWELL/MEMBER OBLIGATIONS.** Sourcewell or the Member, as applicable, shall at its expense to defend and either to settle any third-party claim against AT&T, its affiliates and its and their respective employees, directors, subcontractors and suppliers or to pay all damages that a court finally awards against such parties for a claim that: (a) arises out of Sourcewell's, the Member's, the affiliate's, or a user's access to or use of the Services and the claim is not the

responsibility of AT&T under Section 14.A (AT&T's Obligations); (b) alleges that a Service infringes any patent, trademark, copyright or trade secret and falls within the exceptions in Section 14.A (AT&T's Obligations); or (c) alleges a breach by Sourcewell, the Member, the Affiliate or a user of a Software license agreement.

C. **INFRINGING SERVICES.** Whenever AT&T is liable under Section 14.A (AT&T's Obligations), AT&T may at its option either procure the right for the Member to continue using, or may replace or modify, the Service so that it is non-infringing.

D. **NOTICE AND COOPERATION.** The party seeking defense or settlement of a third-party claim under this Section 14 (Third Party Claims Concerning Infringement) will provide notice to the other party promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent the other party is prejudiced by the delay. The party seeking defense or settlement will allow the other party to control the defense and settlement of the claim and will reasonably cooperate with the defense. The defending party will use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim where relief against the party being defended is limited to monetary damages that are paid by the defending party under this Section 14 (Third Party Claims Concerning Infringement).

E. **LIMITATION.** AT&T's obligations under Section 14.A (AT&T's Obligations) shall not extend to actual or alleged infringement or misappropriation of intellectual property based on Purchased Equipment, Software, or Third-Party Services.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

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

B. **MARKETING.** Any direct advertising, marketing, or offers with Members for Services under this Contract must be approved by Sourcewell, which approval will not be unreasonably withheld. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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

D. **TRADEMARKS.** Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks or other indicia of origin without the other party's prior written consent, which consent may be revoked at any time by notice.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract between AT&T and Sourcewell, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota. The United Nations Convention on Contracts for International Sale of Goods will not apply.

17. FORCE MAJEURE

Neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies or other causes beyond such party's reasonable control.

18. SEVERABILITY

If any portion of this Contract is found to be invalid or unenforceable or if, notwithstanding Section 16 (Governing Law, Jurisdiction, and Venue), applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

19. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor 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 as follows:

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 listed below: limits:

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

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

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

2. *Commercial General Liability Insurance.* Vendor 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, contractual liability, 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.

Limits:

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

US\$1,000,000 Personal and Advertising Injury

US\$2,000,000 aggregate for Products-Completed operations

US\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 or newer) or equivalent.

Limits:

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

4. *Umbrella/Excess Insurance.* During the term of this Contract, Vendor will maintain umbrella/excess coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile. Vendor may use any combination of primary and excess insurance to meet the total limits required.

Limits:

US\$2,000,000 per occurrence and in the aggregate

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

Limits:

US\$2,000,000 per claim or event

US\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability coverage (under Vendor's Professional/Technical, Errors and Omissions Liability).* During the term of this Contract, Vendor will maintain coverage for network security and privacy coverage under its Professional Liability/Technical Errors and Omissions insurance. 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, 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.

Limits:

US\$2,000,000 per occurrence

US\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish

to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf on an ACORD form certificate of insurance. Vendor will provide at least thirty (30) days' prior written notice to Sourcewell of cancelation or nonrenewal of any required coverage that is not replaced.

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

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

D. **WAIVER OF SUBROGATION.** To the extent allowed by law Vendor 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 Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURANCE.** Notwithstanding the forgoing, Vendor may, in its sole discretion, self-insure any of the required insurance under the same terms as required by this Contract. In the event Vendor elects to self-insure its obligation under this Contract to include Sourcewell as an additional insured, the following conditions apply: (i) Sourcewell shall promptly and no later than thirty (30) days after notice thereof provide Vendor with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Vendor with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) Sourcewell shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Vendor; and (iii) Sourcewell shall fully cooperate with Vendor in the defense of the claim, demand, lawsuit, or the like.

20. 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 in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

21. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor 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 Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member.

Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further agrees that it will provide written notice to Sourcewell within a reasonable time period if this certification changes at any time.

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

A. **FEDERAL GRANTS AND FEMA FUNDS.** Members that use United States federal grant or Federal Emergency Management Agency (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. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Member accesses Vendor’s Equipment, Products, or Services with United States federal funds and the AT&T agrees in a Participation Agreement with a Member.

B. **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.

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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor 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). Vendor 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. Vendor 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). Vendors must file any required certifications. Vendors 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. Vendors 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. Vendors 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, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (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, Vendor 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. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor'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 Vendor's personnel for the purpose of interview and discussion.

23. CONFIDENTIAL INFORMATION

A. CONFIDENTIAL INFORMATION. Confidential Information means: information that the disclosing party would reasonably expect to remain non-public or protected based on applicable state and federal laws related to data disclosure. This Section 23 (Confidential Information) also applies to Members accessing this Contract. The parties acknowledge that all data received and maintained by Sourcewell are governed by the Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13). For clarity the following data provided to Sourcewell are not considered Confidential Information: this Contract and any reports provided to Sourcewell under Section 8 (Report on Contract Sales Activity and Administrative Fee Payment).

B. OBLIGATIONS. A disclosing party's Confidential Information will, for a period of 3 years following its disclosure to the other party (except in the case of software, for which the period is indefinite): (a) not be disclosed, except to the receiving party's employees, agents and AT&Ts having a need-to-know (but only if such agents and AT&Ts are not direct competitors of the other party and agree in writing to use and disclosure restrictions as restrictive as this Section 23 (Confidential Information)) or to the extent authorized to be revealed by law, governmental authority or legal process, provided where legal and reasonable the disclosing party gives advance notice to the other party; (b) be held in confidence; and (c) be used only for purposes of using the Services, evaluating proposals for new services or performing this Contract (including in the case of AT&T to detect fraud, to check quality and to operate, maintain and enhance the network and Services).

C. EXCEPTIONS. The restrictions in this Section 23 (Confidential Information) will not apply to any information that: (a) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (b) is lawfully received by the receiving party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Contract.

D. PRIVACY. Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and AT&Ts around the world who process Sourcewell or Member Personal Data to protect Sourcewell or Member Personal Data in accordance with the data protection laws and regulations applicable to AT&T's business. If Sourcewell or Member does not want AT&T to comprehend Sourcewell or Member data to which it may have access in performing Services, it must encrypt such data so that it will be unintelligible. Sourcewell and its Members are responsible for obtaining consent from and giving notice to its Users, employees and agents regarding Sourcewell's, any Member's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Sourcewell and Members will only make accessible or provide Sourcewell or Member Personal Data to AT&T when it has the legal authority to do so. Unless otherwise directed by Sourcewell (or an applicable Member) in writing, if AT&T designates a dedicated account representative as Sourcewell's or a Member's primary contact with AT&T, Sourcewell and the applicable Member authorize that representative to discuss and disclose the proprietary network information of Sourcewell or such Member, as applicable, to any employee or agent of Sourcewell or such Member, as applicable, without a need for further authentication or authorization.

24. CANCELLATION

Sourcewell or Vendor may terminate this Contract at any time, with or without cause, upon ninety (90) days' written notice to the other party. However, Sourcewell may terminate this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

[NO FURTHER TEXT ON THIS PAGE; SIGNATURE PAGE FOLLOWS]

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz

Title: Director of Operations & Procurement/CPO

Date: 12/18/2019 | 11:23 AM CST

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette

Title: Executive Director/CEO
Date: 12/18/2019 | 11:24 AM CST

AT&T Mobility National Accounts, LLC

DocuSigned by:
By: Linda Cottingham
5D873DE555F2487...
Linda Cottingham

Title: Senior Contract Manager, State, Local and Education Mobility Contracts

Date: 12/18/2019 | 11:09 AM CST

EXHIBIT A – PARTICIPATION AGREEMENT TEMPLATE

PARTICIPATION AGREEMENT COVER PAGE

SELLER: AT&T Mobility National Accounts LLC
 CONTRACT NUMBER: ####
 Sourcewell Contract Number: _____
 Member ID Number: [Insert Member ID Number]

Member Legal Name ("Member")	D/B/A	Main Telephone Number	
Street Address	City	State	ZIP Code
Primary Contact Name and Email Address		Primary Contact Telephone Number	
If applicable, Governmental entity of _____			

Agreement: This Participation Agreement between Member, on behalf of itself, and AT&T Mobility National Accounts LLC. ("AT&T"), on behalf of itself and its service providing Affiliates, consists of (a) this Participation Agreement Cover Page, (b) the attached Participation Agreement Standard Terms, (c) applicable terms and conditions posted or incorporated by reference on the AT&T Sourcewell Program Website and the relevant Sales Information and (e) all AT&T materials incorporated by reference in the foregoing, including, without limitation those documents referenced in §3 (collectively, the "Participation Agreement").

By signing below, the parties agree to be bound by the terms and conditions of the Participation Agreement, effective as of the last date written below (the "Participation Agreement Effective Date").

<p>[Insert Member Name]:</p> <p>By (Authorized Signature): _____</p> <p>Print Name and Title of Person Signing: _____</p> <p>Date: _____</p>
<p>AT&T Mobility National Accounts LLC, on behalf of itself and its service providing Affiliates:</p> <p>By (Authorized Signature): _____</p> <p>Print Name and Title of Person Signing: _____</p> <p>Date: _____</p>

PARTICIPATION AGREEMENT STANDARD TERMS

SELLER: AT&T Mobility National Accounts LLC
 CONTRACT NUMBER: #####
 Sourcewell Contract Number: _____
 Sourcewell Member ID Number: [Insert Member ID Number]

1. **Address for Notices.** All notices, requests, demands and other communications to Member required or permitted under this Participation Agreement shall be provided to the address set forth below:

Name: _____
 Address: _____
 Phone: _____
 Fax: _____
 Attention: _____
 Federal Tax ID: _____

2. **Background.**

2.1 AT&T and Sourcewell entered into that certain Master Contract with Sourcewell dated _____, (as now or hereafter amended, restated or otherwise modified, the "Contract") (at times, the Contract and the Participation Agreement referred to collectively as the "Agreement").

2.2 Member is a governmental agency and/or a "Member" as defined under the Agreement that wants to obtain Service from AT&T in connection with the Contract.

3. **Agreement.** AT&T and Member hereby agree to the terms and conditions of (i) the Contract; (ii) applicable terms and conditions posted or incorporated by reference on the AT&T Sourcewell Program Website and the relevant Service Publications for the Services that Member has selected. Access to the Contract is available at www.Sourcewell.com. Unless otherwise defined, capitalized terms in this Participation Agreement have the meanings ascribed to them in the Agreement or an attachment thereto, as applicable.

4. **Adoption of Agreement.** Member acknowledges and agrees that it is participating pursuant to the Agreement.

5. **Service.** AT&T agrees to provide Service to Member pursuant to the terms and conditions of the Agreement. By signing this Participation Agreement, Member acknowledges and agrees that it is liable for all charges incurred hereunder by Member.

6. **Representations and Warranties.** Member hereby represents and warrants that (i) it is a member in good standing of Sourcewell and will provide AT&T with verification of such membership upon reasonable request, and/or (ii) it is a governmental agency and will provide AT&T with verification of such status upon reasonable request. Member also hereby represents and warrants that it is not a non-profit entity as that term is defined by United States Tax Code; provided, however, that Volunteer Fire Departments organized and established pursuant to all applicable state and local laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction are eligible to receive Products and Services under this Participation Agreement and shall be treated as Members for all purposes herein.

7. **Term.** The term of this Participation Agreement will run concurrently with the term of the Contract. In the event the Contract is terminated prior to the expiration of the Contract, the term of each Participation Agreement shall continue through the term identified in that Participation Agreement. Any Services identified on the AT&T Sourcewell Program Website which, by their terms, are to exist for a specific period of time, will survive any termination or expiration of this Participation Agreement.

8. **Default and Termination of Participation Agreement.** Member agrees that it will be an event of default hereunder if Member is no longer a Member under the Agreement or otherwise fails to perform or comply with any term or condition of the

Agreement. See the Contract for applicable Participation Agreement termination provisions.

9. Financial Responsibility. Member must pay for all charges incurred under the Participation Agreement, provided that individual responsibility users (IRUs) and individuals receiving service under "subscriber paid" plans shall be individually responsible for all such charges incurred.

10. Termination/Cancellation Fee. See the Contract.

11. Good Faith Cooperation. With respect to all marketing responsibilities set forth herein, Member and AT&T agree to cooperate in good faith to assist AT&T in achieving its Service marketing goals, including but not limited to making Member's employees aware of the available discounts offered under this Participation Agreement.

12. Resale and Other Prohibited Uses. Member is not permitted to resell, reproduce, retransmit, or disseminate Service or any other program components to third parties whether directly or indirectly including, without limitation, through machine to machine transmissions.

13. Consent to Disclosure. Member consents to the disclosure by AT&T to Sourcewell of information regarding Member's involvement and Equipment and Services under this Participation Agreement, the amount of revenue received by AT&T as a result of Member's participation under the Agreement, and such similar information arising in connection with the Agreement.

14. Equipment Payment Options. AT&T offers installment payment options for certain Equipment that require its customers to execute a corresponding installment payment agreement. In the event Member opts to use one of these installment payment options then: (a) Member will be required to execute such an installment payment agreement; and (b) Member represents, acknowledges and agrees that its participation in the installment payment option: (i) does not violate any applicable procurement rules in effect as of the Participation Agreement Effective Date; (ii) will not disqualify AT&T from any future procurements with Member; and (iii) it has fully appropriated funds to pay the total amount charged over the complete term of the installment payment agreement.

[NO FURTHER TEXT ON THIS PAGE]



CONTRACT EXTENSION

Contract Number: #080119-ATT

Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and AT&T Mobility LLC,(Vendor) 208 South Akard Street, Dallas, TX 75202 have entered into Contract #080119-ATT for the procurement of Wireless Voice and Data Services with Related Solutions, Equipment and Accessories. The Contract has an expiration date of December 31, 2023, but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell’s Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of December 31, 2024. All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

AT&T Mobility LLC

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...

Jeremy Schwartz
Title: Chief Procurement Officer
Date: 3/15/2023 | 4:01 PM CDT

DocuSigned by:
Linda Cottingham
By: 5D873DE555F2487...

Linda Cottingham
Title: Sr Contract Manager
Date: 3/15/2023 | 4:53 PM CDT

Proposal Opening Record

Date of opening: August 1, 2019

Sourcewell posted Request for Proposal #080119, for the procurement of Wireless Voice and Data Services with Related Solutions, Equipment, and Accessories, on the Sourcewell Procurement Portal [proportal.sourcewell-mn.gov] on Thursday, May 23, 2019, and the solicitation remained in an open status within the portal until August 1, 2019, at 4:30 pm CT. The RFP required that all proposals be submitted through the Sourcewell Procurement Portal no later than 4:30 pm CT on August 1, 2019, the date and time specified in the Solicitation Schedule.

The undersigned certify that all responses received on Request for Proposal #080119 were submitted through the Sourcewell Procurement Portal, and that each Proposer's response material was digitally sealed upon submission and remained inaccessible until the due date and time specified in the Solicitation Schedule.

Responses were received from the following:

AT&T - received 8/01/19 at 12:50:09 pm

Sprint Solutions, Inc. – received 8/01/19 at 12:20:09 pm

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcewell Procurement Portal, on August 1, 2019, at 4:33:00 pm. All responsive proposals were then submitted for review by the Sourcewell Evaluation Committee.

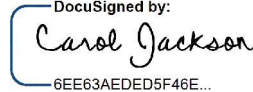
DocuSigned by:



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Chris Robinson, Procurement Manager

DocuSigned by:



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Carol Jackson, Procurement Analyst



**RFP #080119
REQUEST FOR PROPOSALS
for
Wireless Voice and Data Services with Related Solutions, Equipment, and
Accessories**

Proposal Due Date: August 1, 2019, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Wireless Voice and Data Services with Related Solutions, Equipment, and Accessories to result in a national contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than August 1, 2019, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	May 23, 2019
Pre-proposal Conference:	June 27, 2019, 10:00 a.m., Central Time
Question Submission Deadline:	July 25, 2019, 4:30 p.m., Central Time
Proposal Due Date:	August 1, 2019, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	August 1, 2019, 6:30 p.m., Central Time **

** SEE RFP SUB-SECTION V. G. "OPENING"

I. ABOUT SOURCEWELL AND MEMBERS

A. SOURCEWELL

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ members across the United States and Canada. Sourcewell's solicitation process complies with Minnesota law and policies, and results in cooperative contracting solutions from which Sourcewell's members procure equipment, products, and services.

Cooperative contracting provides members and vendors increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted vendors potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. MEMBERS AND USE OF RESULTING CONTRACTS

Membership in Sourcewell is open to government and non-profit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities. Access to contracted equipment, products, or services by Members is typically through a purchase order issued directly to the applicable vendor. A Member may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Members retain the right to obtain similar equipment, products, or services from other sources.

To meet Members' needs, public notice of this RFP has been broadly published, including notification to each state-level procurement departments for possible re-posting. As required by certain states, an Appendix of Members is included in this RFP and can be found in the Sourcewell Procurement Portal. Affidavits of Publication will be available at the conclusion of the solicitation process.

For Canadian entities: This RFP is intended to include municipalities and publicly-funded academic institutions, school boards, health authorities, and social services (MASH sectors); including members of the Rural Municipalities of Alberta (RMA), and their represented Associations: Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), and Association of Manitoba Municipalities (AMM).

II. EQUIPMENT, PRODUCTS, AND SERVICES

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that Proposers offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

Sourcewell is seeking proposals for Wireless Voice and Data Services with Related Solutions, Equipment, and Accessories, from wireless communications service providers owning or controlling all the elements necessary to sell and deliver wireless voice and data services to Sourcewell and Sourcewell members, including radio spectrum allocation, and wireless network and backhaul infrastructure. Sourcewell seeks solutions that include, but are not to be limited to:

- Wireless services for voice, data, and messaging, including:
 - Rate plans for unlimited, limited, and pooled data
 - Bring your own device
 - Prepaid
 - Subsidized plans
 - Internet of Things (IoT)
- Public safety or first responder specific products and services, including:
 - Quality of service
 - Priority and preemption
 - Interoperability
 - Security
 - Deployable access
 - Mobile device management (MDM)
 - Devices
 - Applications and solutions
- Applications, Internet of Things (IoT) and other turnkey solutions, including:
 - Location based services
 - Cloud services
 - Data storage

- Mobile device deployment and lifecycle services
 - Connectivity solutions (VoIP, VPN)
 - Security
- Devices including smartphones, cell phones, WiFi devices, tablets, and other cellular-connected devices.
 - Accessories including chargers, cases, screen protectors, Bluetooth headsets, headphones, speakers, etc.
 - Other services including warranty programs, repairs, replacements, recycling programs, buyback programs, etc.

The primary focus of this solicitation is on wireless voice and data services from wireless communications service providers owning and operating a wireless network. This solicitation should NOT be construed to include:

1. Wireless voice and data services offered by providers that do not own and operate a network;
2. Device-only providers; and,
3. Application-only providers.

This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

1. Wireless Technology Infrastructure Consultative Services RFP#101718

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Generally, the solutions for Sourcewell Members are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Sourcewell Members possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation those equipment/products being proposed.

Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Members and describe the network of dealers,

resellers, and/or subcontractors that will be available to serve Sourcewell Members under a resulting contract.

Sourcewell desires the broadest possible selection of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and potential Members.

C. REQUIREMENTS

It is expected that Proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Members.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, Proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the Proposal, equipment and products must be delivered to the Member as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. An extension may be offered based on the best interests of Sourcewell and its members.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$500 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Members. The Proposer's Marketing Plan should demonstrate Proposer's ability to deploy a sales force or

Sourcewell RFP #080119

Wireless Voice and Data Services with Related Solutions, Equipment, and Accessories

dealer network to Members, as well as Proposer's sales and service capabilities. It is expected that Proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to Proposers able to best meet the need of Members. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal. Sourcewell cannot consider information that is not provided in the Proposal. Sourcewell reserves the right to verify Proposer's information and may request clarification from a Proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Members. Awards may be based on a subcategory.
4. A Proposer's documented negative past performance with Sourcewell or its Members occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the Vendor's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.
2. The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Member). However, it is permissible for vendors to sell at a price that is lower than the contracted price;
3. Stated in U.S., and Canadian dollars for Proposers intending to sell in Canada (as applicable); and

Sourcewell RFP #080119

Wireless Voice and Data Services with Related Solutions, Equipment, and Accessories

Page 6

4. Clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Member's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the Proposer. Additionally, Proposers should clearly describe any unique distribution and/or delivery methods or options offered in the Proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Members for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell. Only those modifications the Proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in a proposal being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit an Exceptions to Terms, Conditions, or Specifications Form, with all requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer's response.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted on page one of this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that requested a copy of this RFP through the Sourcewell Procurement Portal. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

Questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the Proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential Proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the Proposer by checking the box for each addendum. It is the responsibility of the Proposer to check for any addenda that may have been issued up to the time for solicitation closing.

If an addendum is issued after a Proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the Proposer's proposal status to INCOMPLETE. The Proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The Proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) Ensure the re-submitted proposal is RECEIVED through the Sourcewell Procurement Portal no later than the closing time and date shown in the Solicitation Schedule.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Only complete proposals that are timely submitted through the Sourcewell Procurement Portal will be considered. Late proposals will not be considered.** It is the Proposer's sole responsibility to ensure that the proposal is received on time.

All proposals must be received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time noted in the Solicitation Schedule above. It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The closing time and date is determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

All proposals must be acknowledged digitally by an authorized representative of the Proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for ninety (90) days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the Proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a Proposer may withdraw its proposal.

G. OPENING

The Opening of Proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all Proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Members. The award(s) will be limited to the number of offerors that Sourcewell determines is necessary to meet the needs of Sourcewell members. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
 - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Members' use.
 - A Proposer's sales and service network to assure availability of product supply and coverage to meet Members' anticipated needs.
- Total evaluation scores.
- The attributes of Proposers, and their equipment, products, or services, to assist Members achieve environmental and social requirements, preferences, and goals. Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell's knowledge about a specific vendor or product.

B. AWARD(S)

Award(s) will be made to the Proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcwell Evaluator Scoring Guide (available in the Sourcwell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcwell's Executive Director, and delivered to the Sourcwell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than ten (10) calendar days' following Sourcwell's notice of contract award(s) or non-award and must be time stamped by Sourcwell no later than 4:30 p.m., Central Time.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and
- Protest bond in the amount of \$20,000.

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcwell to award any contract and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the Proposer may be rejected.

Sourcwell reserves the right to:

- Modify or cancel this RFP at any time;

- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Discuss any aspect of the proposal with any Proposer and negotiate with more than one Proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Members; and
- Award a contract to one or more Proposers if it is in the best interest of Members.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell determines that negotiations are complete upon execution of the resulting contract. If the Proposer submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statutes Section 13.37, the Proposer must:

- Clearly mark all trade secret materials in its proposal at the time the proposal is submitted;
- Include a statement with its proposal justifying the trade secret designation for each item; and
- Defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless Sourcewell, its agents and employees, from any judgments or damages awarded against Sourcewell in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives Sourcewell's award of a contract. In submitting a proposal to this RFP, the Proposer agrees that this indemnification survives as long as the trade secret materials are in possession of Sourcewell.

Sourcewell will not consider the prices submitted by the Proposer to be proprietary or trade secret materials. Financial information provided by a Proposer is not considered trade secret under the statutory definition.



6/28/2019

Addendum No. 1

Solicitation Number: RFP#080119

Solicitation Name: Wireless Voice and Data Services with Related Solutions, Equipment, and Accessories

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Where can the Appendix of Members be found on the portal? Will a Member list be provided on an ongoing basis?

Answer 1:

Sourcewell maintains a member list on the "Sourcewell for Vendors" page of the Sourcewell website. The list is updated approximately weekly.

Question 2:

What classes of non-profit organizations are eligible for membership?

Answer 2:

Eligibility of non-profit organizations for Sourcewell membership is described in Minnesota Statutes Section 123A.21, subdivision 3.

Question 3:

Where should a proposer attach and incorporate the end user's enrollment agreement form?

Answer 3:

Proposers may use the upload option in Step 2 of the proposal submission process to attach documents that the proposer chooses to include with the proposal.

Question 4:

Regarding Section D. ANTICIPATED CONTRACT TERM, would Sourcewell be amenable to an initial three-year contract term with two one-year extensions?

Answer 4:

Sourcewell intends to award a contract (or contracts) with a term of four years, and the possibility of an extension as described in the RFP and template contract document. A proposer will separately articulate the term of the solutions that it proposes related to subsequent agreements for service with Sourcewell members.

Question 5:

What is your expectation of how the enrollment process will work for Members who wish to take advantage of the rates in the contract that results from this RFP?

Answer 5:

Each proposer is asked to articulate the order process that aligns with its business methods and processes within the proposal. (See, for example, Payment Terms and Financing Options Table, Q. 52)

Question 6:

Where can the Exceptions to Terms, Conditions, or Specifications Form be found on the portal?

Answer 6:

The Exceptions to Terms, Conditions, or Specifications Form is found as the final Table of Step 1 – Specifications in the proposal submission process.

Question 7:

How does negotiation of a final agreement occur for an awarded vendor if there are final terms and agreements to work through?

Answer 7:

The contract template available in the Sourcewell Procurement Portal will be completed and sent to each awarded vendor, with inclusion of any exceptions stated in the proposer's Exceptions to Terms, Conditions, or Specifications Form that are acceptable to Sourcewell, with the award notification. To the extent that further negotiation may be requested, those communications will occur after award determinations have been shared with each proposer.

End of Addendum

Acknowledgement of Addendum One (1) to RFP#080119 distributed via email and posted to the Sourcewell Procurement Portal on June 28, 2019, is required at the time of proposal submittal.



7/9/2019

Addendum No. 2

Solicitation Number: RFP#080119

Solicitation Name: Wireless Voice and Data Services with Related Solutions, Equipment, and Accessories

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

The document section of the Sourcewell Procurement Portal submittal platform includes a single "Upload Additional Document" opportunity. If we would like to add more than one supporting document, how do we upload more documents? Is it acceptable to zip supporting documents and upload in a single additional documents file?

Answer 1:

If a Proposer elects to upload more than one document for a single upload item, the documents should be combined into one zipped file. If the zipped file contains more than one (1) document, each document should be named to reflect the content of the item.

End of Addendum

Acknowledgement of this Addendum to RFP#080119 distributed via email and posted to the Sourcewell Procurement Portal on 7/9/2019, is required at the time of proposal submittal.

REGULAR MEETING MINUTES OF THE SOURCEWELL BOARD OF DIRECTORS

Tuesday, January 15, 2019

Conference Room 3 & 4

202 12th St. NE, Staples, MN 56479

Vice Chair Zylka called the Regular Board meeting to order at 5:40p.m. with the following members present: Barb Neprud, Mark Gerbi, Scott Veronen, Ryan Thomas, Sharon Thiel, Sara Nagel, and Greg Zylka. Also present were Jon Radermacher, City of Little Falls, and Stephen Jones, Little Falls Schools Ex-Officios; Mike Smith and Julie Cooke, Government Sourcing Solutions; Chad Coquette, Susan Nanik, Marcus Miller, Travis Bautz, Jamie Loken, Paul Drange, Mike Carlson, Jeremy Schwartz, Phil Berg, Jake Denning, Ashley Powers, Dan Listug and Danielle Wadsworth, Sourcewell staff.

Ms. Nagel moved, seconded by Mr. Gerbi to accept the agenda as presented. Motion carried.

Mr. Thomas moved, seconded by Ms. Neprud to accept the minutes of the Regular Board Meeting held on December 18, 2018. Motion carried.

Mr. Smith and Ms. Cooke presented an annual review of Government Sourcing Solution's partnership with Sourcewell.

Mr. Carlson presented the monthly Financial Reports.

Ms. Thiel moved, seconded by Mr. Gerbi to approve the Resolution Authorizing FY 18/19 Budget Amendment. Motion carried.

Ms. Neprud moved, seconded by Mr. Gerbi to approve the check register and Treasurer's Report of Cash, Revenues, and Expenditures and to pay all vendor disbursements #98495 to #98792. Motion carried.

Ms. Neprud moved, seconded by Mr. Veronen to approve all Wire Transfers #113 to #135. Motion carried.

Ms. Neprud moved, seconded by Ms. Nagel to approve all Wire Transfers-Employee Expense reimbursements #574 to #686. Motion carried.

Mr. Thomas moved, seconded by Mr. Gerbi to accept the Consent Agenda as follows:

- Updated Membership Agreements Members added December 1-31, 2018
- Permission to solicit the following categories:
 - Telecommunications Lifecycle & Mobility Management Solutions
 - Wireless Data, Voice and Accessories
- Permission to re-solicit the following categories:
 - Rental Equipment for Construction & Related Maintenance or Facility Operations

Motion carried.

Mr. Denning gave a day in the life of a Sourcewell employee presentation on his role as a Membership Communications Specialist.

Mr. Drange gave an update on Regional Programs.

Ms. Nanik gave an update on the Facilities and Human Resource Departments.

Mr. Carlson gave an update on the Finance and Risk Management Departments.

Mr. Loken gave an update on the Information Communication Technology Department.

Mr. Miller gave an update on the Government Relations/General Counsel Departments.

Mr. Schwartz gave an update on the Operations and Procurement Departments, the contracts awarded in December as noted in Appendix A, and presented the quarterly cooperative purchasing deep dive.

Mr. Bautz gave an update on the Marketing and Membership Departments.

Ms. Nagel moved, seconded by Mr. Gerbi to approve the management agreement between Sourcewell and Sourcewell Technology. Motion carried.

Ms. Neprud moved, seconded by Mr. Thomas to approve the Resolution Directing the Administration to Make Recommendations for Reductions in Programs and Positions and Reasons Therefore. Motion carried.

Ms. Thiel moved, seconded by Ms. Nagel to approve hiring the following:

- a. Lisa Jenkins, Graphic Design I, effective January 14, 2019
- b. Rebecca Koep, Graphic Design I, effective January 14, 2019
- c. Morgan Shepherd, Contract Administrator I, effective January 28, 2019

Motion carried.

Ms. Neprud moved, seconded by Mr. Veronen to approve opening the following positions:

- a. Contract Administrator (x2)
- b. Procurement Analyst III

Motion carried.

Mr. Veronen moved, seconded by Ms. Thiel to approve Five (5) additional FY 18-19 contract days to Bart Grave's contract. Motion carried.

Ms. Neprud moved, seconded by Mr. Gerbi to accept the resignation of Jill Kinsley, Graphic Design I, effective January 2, 2019. Motion carried.

Dr. Coauette gave an update on State/National Associations and Partnerships and Sourcewell Technology.

Mr. Gerbi moved, seconded by Mr. Thomas to adjourn the meeting at 7:36 p.m. Motion carried.

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - JANUARY 2019

CONSENT AGENDA ITEMS

Requesting Board permission to Solicit the following categories:

Telecommunications Lifecycle & Mobility Management Solutions

Wireless Data, Voice and Accessories

Requesting Board permission to Re-Solicit the following categories:

Rental Equipment for Construction & Related Maintenance or Facility Operations

NEW CONTRACT

ActiveHealth Management	102518-AVE	"Population Health Management and Related Services"
Virgin Pulse	102518-VRG	"Population Health Management and Related Services"

NEW ezIQC CONTRACTS

Contractor Name	Contract Number	Trade
RAK Construction, Inc.	MN-CMA-GC01-120518-RAK	General Construction
Nor-Son, Inc.	MN-CMA-GC02-120518-NSI	General Construction
Solid Rock Construction	MN-CMA-GC03-120518-SRC	General Construction
Kraus-Anderson Construction Company	MN-CMA-GC04-120518-KRU	General Construction
Mid-Minnesota Hot Mix , Inc.	MN-CMA-P01-120518-MHM	Paving
Minnesota Exteriors, Inc.	MN-CMA-R01-120518-MNE	Roofing
McDowall Company	MN-CMA-R02-120518-MDC	Roofing
Nor-Son, Inc.	MN-IRA-GC01-120518-NSI	General Construction
Kraus-Anderson Construction Company	MN-IRA-GC02-120518-KRU	General Construction
Minnesota Exteriors, Inc.	MN-IRA-R01-120518-MEI	Roofing
McDowall Company	MN-IRA-R02-120518-MDC	Roofing
Innovative Builders of Alexandria, Inc.	MN-NCM-GC01-120518-IBA	General Construction
Nor-Son, Inc.	MN-NCM-GC02-120518-NSI	General Construction
Solid Rock Construction	MN-NCM-GC03-120518-SCR	General Construction
Kraus-Anderson Construction Company	MN-NCM-GC04-120518-KRU	General Construction
Hy-Tec Construction of Brainerd, Inc.	MN-NCM-GC05-120518-HTC	General Construction
Anderson Brothers Construction Company	MN-NCM-P01-120518-ABC	Paving
Minnesota Exertiors, Inc.	MN-NCM-R01-120518-MEI	Roofing
McDowall Company	MN-NCM-R02-120518-MDC	Roofing
Innovative Builders of Alexandria, Inc.	MN-RRV-GC01-120518-IBA	General Construction
Nor-son, Inc.	MN-RRV-GC02-120518-NSI	General Construction
Kraus-Anderson Construction Company	MN-RRV-GC03-120518-KRU	General Construction
Minnesota Exteriors , Inc.	MN-RRV-R01-120518-MEI	Roofing
McDowall Company	MN-RRV-R02-120518-MDC	Roofing
Nor-Son, Inc.	MN-SEA-GC01-120518-NSI	General Construction
Solid Rock Constuction	MN-SEA-GC02-120518-SRC	General Construction
Kraus-Anderson Construction Company	MN-SEA-GC03-120518-KRU	General Construction
Minnesota Exteriors, Inc.	MN-SEA-R01-120518-MEI	Roofing
Nor-son, Inc.	MN-SWA-GC01-120518-NSI	General Construction
Kraus-Anderson Construction Company	MN-SWA-GC02-120518-KRU	General Construction
Minnesota Exteriors, Inc.	MN-SWA-R01-120518-MEI	Roofing
McDowall Company	MN-SWA-R02-120518-MDC	Roofing
RAK Construction, Inc	MN-TMA-GC01-120518-RAK	General Construction
Nor-Son, Inc.	MN-TMA-GC02-120518-NSI	General Construction
Solid Rock Construction	MN-TMA-GC03-120518-SRC	General Construction
LS Black Construction	MN-TMA-GC04-120518-LSB	General Construction

APPENDIX A Continued

Kraus-Anderson Construction Company	MN-TMA-GC05-120518-KRU	General Construction
Bituminous Roadways, Inc.	MN-TMA-P01-120518-BRI	Paving
Minnesota Exteriors, Inc.	MN-TMA-R01-120518-MEI	Roofing
McDowall Company	MN-TMA-R02-120518-MDC	Roofing
LEE Construction Group, Inc.	FL-SWA-GC02-121918-LCI	General Construction
Johnson-Laux Construction, LLC	FL-SWA-GC03-121918-JLC	General Construction
Astra Construction Services, LLC	FL-SWA-GC04-121918-ACS	General Construction
Advanced Roofing, Inc.	FL-SWA-R01-121918-ADR	Roofing Construction
McKenzie Contracting, LLC	FL-SWA-UG1-121918-MCL	Paving Construction
Shiff Construction & Development, Inc.	FL-ECA-GC01-121918-SCD	General Construction
LEE Construction Group, Inc.	FL-ECA-GC02-121918-LCI	General Construction
Johnson-Laux Construction, LLC	FL-ECA-GC03-121918-JLC	General Construction
Astra Construction Services, LLC	FL-ECA-GC04-121918-ACS	General Construction
Advanced Roofing, Inc.	FL-ECA-R01-121918-ADR	Roofing Construction
McKenzie Contracting, LLC	FL-ECA-UG1-121918-MCL	Paving Construction
Shiff Construction & Development, Inc.	FL-SWA-GC01-121918-SCD	General Construction
5th YEAR RENEWALS (CONTRACT EXTENSIONS)		
CNH Industrial America, LLC	032515-CNH	<i>"Heavy Construction Equipment with Related Accessories, Attachments and Supplies"</i>
Clark Equipment Company dba Bobcat Company	042815-CEC	<i>"Medium Duty and Compact Construction and Maintenance Equipment"</i>
BOMAG Americas, Inc.	032515-BAI	<i>"Heavy Construction Equipment with Related Accessories, Attachments and Supplies"</i>
Kubota Tractor Corporation	042815-KBA	<i>"Medium Duty and Compact Construction and Maintenance Equipment"</i>
Staples Contract & Commercial LLC	031715-SCC	<i>"Furniture with Related Accessories and Services"</i>
Staples Contract & Commercial LLC	010615-SCC	<i>"Office, School and Workplace-Related Supplies and Services"</i>
Krueger International, Inc.	031715-KII	<i>"Furniture with Related Accessories and Services"</i>
Volvo Group North America, LLC	032515-VCE	<i>"Heavy Construction Equipment with Related Accessories, Attachments and Supplies"</i>
ezIQC RENEWALS		
VSI Construction, Inc.	MN02C-121614-VSI	
Facility Solutions	NC02-121515-TFS	

**SOURCEWELL
STATE OF MINNESOTA**



Member Thomas moved the adoption of the following Resolution:

RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

Resolution No. 2020-03

WHEREAS, the Sourcewell Board of Directors previously authorized the solicitations for the cooperative categories listed on Appendix A, which is attached and incorporated; and

WHEREAS, Sourcewell issued the cooperative contracting solicitations for the authorized categories; and

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program and to award all competitively solicited contracts, without limitation; and

WHEREAS, the Chief Procurement Officer made the awards listed based on the results of the competitive solicitation process; and

WHEREAS, the Board acknowledges that the awards made by the Chief Procurement Officer are valid and binding; however, based upon some members' legal requirements the Chief Procurement Official is required to seek subsequent Board ratification of all cooperative purchasing awards.

NOW THEREFORE BE IT RESOLVED by the Board of Directors ratifies the cooperative contracting awards made by the Chief Procurement Officer listed on Appendix A.

The motion for the adoption of the foregoing resolution was duly seconded by Member Thiel and the following voted in favor: Mike Wilson, Barb Neprud, Scott Veronen, Sharon Thiel, Mark Gerbi, and Ryan Thomas

and the following voted against: NONE

whereupon said resolution was declared duly passed and adopted.

ATTEST:

Clerk to the Board of Directors

[Home / \(dashboard\)](#) > [List of Bidding / \(bidding/list\)](#) > [Solicitation Details](#)

 Pending bidding Approval

Type 1 Bid Notice Only

Publish / Verify Contents

Save as Template 

Solicitation Setting 



- Invite Bidders No
- Evaluate Response online No
- Internal Approval No

Solicitation Details 

Mandatory Information

Solicitation Type	RFP	Solicitation Number	080119
Solicitation Name	Wireless Voice and Data Services with Related Solutions, Equipment, and Accessories	Procurement Type	Goods , Services
Country & Province/State	Canada / Ontario	Published By	Sourcewell
Accept Questions	Not Applicable		

Advertisement 

Basic Settings

Solicitation Type	Open to all suppliers	Estimated Contract Amount	
Publish Date	05/23/2019	Closing Date & Time	08/01/2019 16:30:00 CT

Basic Settings

Home (/dashboard) > List of Bidding (/bidding/list) > Solicitation Details

Publish Option Value Range for this Solicitation Not Applicable

Selected Categories

Telecommunications

Tele-Consulting/ Services

Consulting For Telecommunication Companies, Telephone, Internet WAN, VoIP, Broadband/Internet Protocol Networking Devices etc

Telecom Equipment/ Supplies and services

Phone Systems, Paging, Cellular Phones, Two-Way Radios (alternative: radio communications), Voicemail, Etc. Radios/ Walkie Talkies, GPS Receivers Satellite, Digital/Analog phones, Headsets, video conferencing



Solicitation Overview



Sourcewell

Wireless Voice and Data Services with Related Solutions, Equipment, and Accessories

080119

Closing Date: 08/01/2019 04:30:00 PM CT

Detail:

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Wireless Voice and Data Services with Related Solutions, Equipment, and Accessories to result in a national contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov (https://proportal.sourcewell-mn.gov/)]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than August 1, 2019, at 4:30 p.m. Central Time, and late proposals will not be considered.

[Home \(/dashboard\)](#) > [List of Bidding \(/bidding/list\)](#) > [Set it up](#) > **Additional Recipients**

Once the posting is approved, an e-mail will be sent to the following recipient(s).

 Email Address

carol.jackson@sourcewell-mn.gov



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[\[SUPPORT \(Download Training Manuals\)\]](#) [\[/contactUs\]](#)

Notice

Basic Information

Estimated Contract Value (CAD) \$999,999,999.00 (Not shown to suppliers)
Reference Number 0000151079
Issuing Organization Sourcewell
Owner Organization
Solicitation Type RFP - Request for Proposal (Formal)
Solicitation Number 080119
Title Wireless Voice and Data Services with Related Solutions, Equipment & Accessories
Source ID PP.CO.USA.868485.C88455

Details

Location All of Canada, All of Canada
Purchase Type Term: 2019/10/01 01:00:00 AM EDT - 2023/09/29 01:00:00 AM EDT
Description Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Wireless Voice and Data Services with Related Solutions, Equipment, and Accessories to result in a national contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than August 1, 2019, at 4:30 p.m. Central Time, and late proposals will not be considered.

Dates

Publication 2019/05/23 11:38:26 AM EDT
Question Acceptance Deadline 2019/07/25 05:30:00 PM EDT
Questions are submitted online No
Bid Intent Not Available
Closing Date 2019/08/01 05:30:00 PM EDT

Prebid Conference 2019/06/27 11:00:00 AM EDT

Contact Information

Procurement Department
 218-894-1930
rfp@sourcewell-mn.gov

Pre-Bidding Events

Event Type Prebid Conference
Attendance Recommended
Event date 2019/06/27 11:00:00 AM EDT
Location Web Seminar
Event Note Login information will be emailed two days prior.

Bid Submission Process

Bid Submission Type Electronic Bid Submission
Pricing Lump sum
Pricing Lump sum
Bid Documents List

Item Name	Description	Mandatory
Bid Documents	Documents defining the proposal	No

Documents

Documents

Document	Size	Uploaded Date	Language
How to Obtain RFP Documents [pdf]	113 Kb	2019/05/23 11:37:45 AM EDT	English

Categories

Selected Categories

GSIN Category (1)	
G	Goods Goods
N58	Communication, Detection, And Coherent Radiation Equipment Communication, Detection, And Coherent Radiation Equipment
N5805029	TELECOMMUNICATIONS/DIGITAL DATA NETWORK TELECOMMUNICATIONS/DIGITAL DATA NETWORK
MERX Category (1)	
N	Services Services
N4	Information Processing and Related Telecommunications Services Information Processing & Related Telecom Services
UNSPSC Categories (2)	
43000000	Information Technology Broadcasting and Telecommunications
43190000	Communications Devices and Accessories
43191500	Personal communication devices
43191600	Personal communications device accessories or parts



The New York State Contract Reporter

This document printed
Wednesday, 05/22/2019

*NYS' official source of contracting opportunities
Bringing business and government together*

Contracting Opportunity

*** This ad has not been published. It has been reviewed and pending publication. ***

Title: Wireless Voice and Data Services with Related Solutions, Equipment, and Accessories

Agency: Sourcewell

Division: Procurement Department

Contract Number: 080119

Contract Term: 4 years, with potential 1 year extension

Date of Issue: 05/23/2019

Due Date/Time: 08/01/2019 4:30 PM
Central Time

County(ies): All NYS counties

Classification: Information Technology - *Commodities*

Opportunity Type: General

Entered By: Chris Robinson

Description: Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Wireless Voice and Data Services with Related Solutions, Equipment, and Accessories to result in a national contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal <https://proportal.sourcewell-mn.gov>. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than August 1, 2019, at 4:30 p.m. Central Time, and late proposals will not be considered.

Service-Disabled Veteran-Owned Set Aside: No

Contact Information

Primary contact: Sourcewell
Procurement Department
Chris Robinson
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, NY 56479
United States
Ph: 218-895-4168
chris.robinson@sourcewell-mn.gov

Submit to contact: Sourcewell
Procurement Department
Chris Robinson
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4168
chris.robinson@sourcewell-mn.gov

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AFFIDAVIT OF PUBLICATION

DJC



921 S.W. Washington St. Suite 210 / Portland, OR 97205-2810
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Michelle Ropp**, being first duly sworn, depose and say that I am a **Principal Clerk of the Daily Journal of Commerce**, a newspaper of general circulation in the counties of **CLACKAMAS, MULTNOMAH, and WASHINGTON** as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED

WIRELESS VOICE AND DATA SERVICES WITH RELATED SOLUTIONS, EQUIPMENT, AND ACCESSORIES Sourcewell; Bid Location Staples, MN, Todd County; Due 08/01/2019 at 04:30 PM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

5/24/2019

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE 24th DAY OF May, 2019

Michelle Ropp

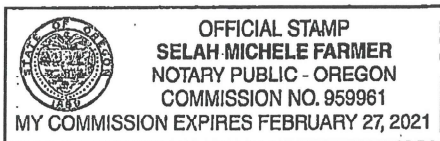
Notary Public-State of Oregon

**SOURCEWELL
WIRELESS VOICE AND DATA
SERVICES WITH RELATED
SOLUTIONS, EQUIPMENT, AND
ACCESSORIES**

**Proposals Due 4:30 pm,
August 1, 2019**

REQUEST FOR PROPOSAL

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Wireless Voice and Data Services with Related Solutions, Equipment, and Accessories to result in a national contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal <https://portal.sourcewell-mn.gov>. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than August 1, 2019, at 4:30 p.m. Central Time, and late proposals will not be considered.
Published May 24, 2019. 11748703



Carol Jackson
Sourcewell
202 12th St NE
Staples, MN 56479-2438

Order No.: 11748703
Client Reference No:



Chat Help Logout

Home New Bid Closed Bids My Stuff Tools



Bid RFP #080119 - Wireless Voice and Data Services with Related Solutions, Equipment, and Accessories [\[Switch to Vendor View\]](#)

<p>Bid Type RFP</p> <p>Bid Number 080119</p> <p>Title Wireless Voice and Data Services with Related Solutions, Equipment, and Accessories</p> <p>Start Date May 23, 2019 8:18:12 AM CDT</p> <p>End Date Aug 1, 2019 4:30:00 PM CDT</p> <p>Agency Sourcewell</p> <p>Bid Contact Chris Robinson (218) 895-4168 rfp@sourcewell-mn.gov 202 12th Street NE P.O. Box 219 Staples, MN 56479-0219</p>	<p>Access Reports View reports on who has been notified of the bid or accessed it. [Notification report] [Access report]</p> <p>Questions 0 Questions 0 Unanswered [View/Ask Questions]</p> <p>Edit Bid [Create Addendum]</p>
--	--

Description

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Wireless Voice and Data Services with Related Solutions, Equipment, and Accessories to result in a national contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal <https://proportal.sourcewell-mn.gov>. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than August 1, 2019, at 4:30 p.m. Central Time, and late proposals will not be considered.

Delivery Information

Only proposals submitted through the Sourcewell Procurement Portal <https://proportal.sourcewell-mn.gov> will be considered.

Pre-Bid Conference

Date **Jun 27, 2019 10:00:00 AM CDT**

Location **Web Conference**

Notes **Pre-Proposal information will be emailed two days prior.**

Documents

No Documents for this bid

Customer Support: agency-support@publicpurchase.com | Copyright 1999-2019 © | The Public Group, LLC. All rights reserved.





PROOF OF PUBLICATION CUSTOMER'S COPY

CUSTOMER NAME AND ADDRESS

SOURCEWELL,
Accounting Dept
PO BOX 219

STAPLES MN 56479

ACCOUNT NUMBER

9001496962

DATE

5/23/2019

ACCOUNT NAME

SOURCEWELL,

TELEPHONE

2188945483

ORDER # / INVOICE NUMBER

0001255020 /

PUBLICATION SCHEDULE

START 05/23/2019 END 05/23/2019

CUSTOMER REFERENCE NUMBER

Sourcewell RFP for Advertisement Wireless Voice and Data Svcs

CAPTION

REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local government agency

SIZE

35 LINES 1 COLUMN(S)

TIMES

3

TOTAL COST

80.95

REQUEST FOR PROPOSALS
Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Wireless Voice and Data Services with Related Solutions, Equipment, and Accessories to result in a national contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal <https://proportal.sourcewell-mn.gov>. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than August 1, 2019, at 4:30 p.m. Central Time and late proposals will not be considered.
1255020 UPAXLP

RECEIVED JUN 03 2019

AFFIDAVIT OF PUBLICATION

AS NEWSPAPER AGENCY COMPANY, LLC dba UTAH MEDIA GROUP LEGAL BOOKER, I CERTIFY THAT THE ATTACHED ADVERTISEMENT OF **REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Wireless Voice and Data Ser** FOR **SOURCEWELL**, WAS PUBLISHED BY THE NEWSPAPER AGENCY COMPANY, LLC dba UTAH MEDIA GROUP, AGENT FOR DESERET NEWS AND THE SALT LAKE TRIBUNE, DAILY NEWSPAPERS PRINTED IN THE ENGLISH LANGUAGE WITH GENERAL CIRCULATION IN UTAH, AND PUBLISHED IN SALT LAKE CITY, SALT LAKE COUNTY IN THE STATE OF UTAH. NOTICE IS ALSO POSTED ON UTAHLEGALS.COM ON THE SAME DAY AS THE FIRST NEWSPAPER PUBLICATION DATE AND REMAINS ON UTAHLEGALS.COM INDEFINITELY. COMPLIES WITH UTAH DIGITAL SIGNATURE ACT UTAH CODE 46-2-101; 46-3-104.

PUBLISHED ON Start 05/23/2019 End 05/23/2019

DATE 5/23/2019

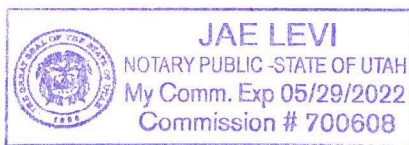
SIGNATURE

STATE OF UTAH)

COUNTY OF SALT LAKE)

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 23RD DAY OF MAY IN THE YEAR 2019

BY LORAIN GUDMUNDSON.



NOTARY PUBLIC SIGNATURE



AFFIDAVIT OF PUBLICATION

Account #	Ad Number	Identification
327043	0004227584	REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local gc

Attention: Carol Jackson

SOURCEWELL
 PO BOX 219
 STAPLES, MN 56479

REQUEST FOR PROPOSALS
 Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Wireless Voice and Data Services with Related Solutions, Equipment, and Accessories to result in a national contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal <https://propofort.sourcwell-mn.gov>. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than August 1, 2019, at 4:30 p.m. Central Time, and late proposals will not be considered.
 4227584

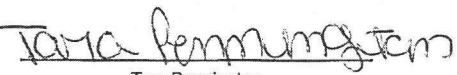
State of South Carolina
 County of Richland

I, Tara Pennington, makes oath that the advertisement, was published in The State, a newspaper published in the City of Columbia, State and County aforesaid, in the issue(s) of

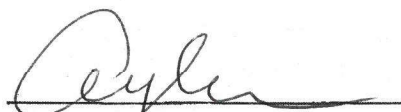
1 Insertion(s)

Published On:

May 23, 2019


 Tara Pennington
 Inside Classified Accounts
 Representative

Subscribed and sworn to before me on this 30th day of May in the year of 2019


 Amy L. Robbins
 Notary Public for South Carolina
 My Commission Expires:

11/27/22

"Errors- the liability of the publisher on account of errors in or omissions from any advertisement will in no way exceed the amount of the charge for the space occupied by the item in error, and then only for the first incorrect insertion."

NOTICES

PUBLIC NOTICE

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for **Wireless Voice and Data Services with Related Solutions, Equipment, and Accessories** to result in a national contracting solution for use by its members.

Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada.

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>].

Only proposals submitted through the Sourcewell Procurement Portal will be considered.

Proposals are due no later than August 1, 2019, at 4:30 p.m. Central Time, and late proposals will not be considered.

Message Carol Jackson Subscription active (expires 2020/12/31) Edit

Content

Sourcewell Cooperative Purchasing Services & Programs News Join

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OPEN

Wireless Voice and Data Services with Related Solutions, Equipment, and Accessories

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Wireless Voice and Data Services with Related Solutions, Equipment, and Accessories to result in a national contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal (<https://portal.sourcewell-mn.gov>). Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than August 1, 2019, at 4:30 p.m. Central Time, and late proposals will not be considered.

Important Dates

Pre-Proposal Conference:
June 27, 2019 at 10:00 am CDT

Proposals Due:
August 1, 2019 at 4:30 pm CDT

To obtain a copy of the complete RFP, ask questions related to the RFP, or submit a proposal, please use the link below.

[Sourcewell Procurement Portal](#)

COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) #080119
Entitled

Wireless Voice and Data Services with Related Solutions, Equipment, and Accessories

The following advertisement was placed May 23, 2019 in Utah's *The Salt Lake Tribune*, *USA Today*, South Carolina's *The State*, on the Sourcewell website www.sourcewell-mn.gov, Sourcewell Procurement Portal <https://proportal.sourcewell-mn.gov>, Biddingo, Merx, The New York State Contract Reporter www.nyscr.ny.gov, PublicPurchase.com, and May 24, 2019 in Oregon's *Daily Journal of Commerce*:

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Wireless Voice and Data Services with Related Solutions, Equipment, and Accessories to result in a national contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than August 1, 2019, at 4:30 p.m. Central Time, and late proposals will not be considered.

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

Altura Communication Solutions	Nest Wireless Global
AT&T	NormelTech
Aviva Services Inc.	Office Automation Group
Bergy, LLC.	Pacific Apex Construction LLC
Cellco Partnership dba Verizon Wireless	Presidio Networked Solutions Group, LLC
ConvergeOne	Procellis Technology Inc.
DataRemote, Inc.	Raymond Chabot Grant Thornton Consulting Inc.
Dynalink Communications	RCN Communications, LLC
eRepublic, Inc.	Sonetics Corporation
Global Phone Company	Sprint Solutions, Inc.
Granite Telecommunications LLC	Surveillance Systems Integration Inc.
GTT Americas, LLC	Synergetics
Hudson Fiber Network an ExteNet Company	Synergy Telcom Inc.
INET Tech and Holding LLC	SYNNEX Corporation
Innovative Technology Systems Corp.	TELUS
IoT4Net Inc.	The Sen-Will Group
Jamestown Networks	TSI-VA, LLC
Magna5 LLC	Viasat, inc.
Manhattan Telecommunications Corporation	Vocera Communications Inc
Masters & Kei	Wisdom Corp. dba Discount Telecom & Consulting

Proposals were opened on August 1, 2019, on the Sourcewell Procurement Portal from the following:

AT&T
Sprint Solutions, Inc.

Proposals were reviewed by the Proposal Evaluation Committee:

Chris Robinson, JD, CPSM, Sourcewell Procurement Manager
Kim Austin, CPPB, Sourcewell Procurement Lead Analyst
Carol Jackson, Sourcewell Procurement Analyst
Michael Munoz, CPPB, Sourcewell Procurement Analyst

The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee used the Sourcewell RFP evaluation criteria and determined that all proposal responses met Level-One and Level-Two Responsiveness. During the evaluation, the Proposal Evaluation Committee determined that several references in the AT&T Proposal, to an included line item description of products being offered, were unclear. Sourcewell issued a request for clarification to AT&T pursuant to RFP Section II., G., 2. AT&T provided the requested clarification, responding that the "ATT Attachment 3_ATT Price File" within AT&T's Proposal contained the referenced information. The Proposal Evaluation Committee thereafter evaluated both proposals received.


AT&T offers wireless voice and data services, equipment and accessories, turnkey wireless solutions and the FirstNet network platform. Their sales and service teams are available to serve Member needs in the US, further supported by the AT&T Premier web-based platform. AT&T provides a significant discount off qualifying wireless voice and data plans and qualified accessories, and 2-year BMG pricing on subsidized devices.

Sprint Solutions, Inc., has a broad and deep portfolio of wireless voice and data plans, devices, and accessories, available to Members across the US. Members will have access to sales and service through over 2,500 retail locations, in addition to several national retail chains and an eProcurement platform offering account management features. Sprint Solutions, Inc., offers a solid discount off eligible monthly recurring charge rates, and discounted rates for eligible Member employees.

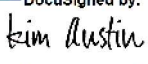
Upon the above evaluation findings of the Proposal Evaluation Committee, the Sourcewell Chief Procurement Officer made the determination to award Sourcewell Contract #080119 to:

AT&T	080119-ATT
Sprint Solutions, Inc.	080119-SPT

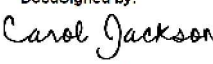
The preceding actions were taken and put into effect on December 16, 2019.

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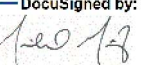
Chris Robinson, JD, CPSM, Sourcwell Procurement Manager

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Kim Austin, CPPB, Sourcwell Procurement Lead Analyst

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Carol Jackson, Sourcwell Procurement Analyst

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Michael Munoz, CPPB, Sourcwell Procurement Analyst

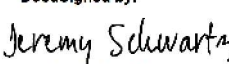
STATEMENT OF COMPLIANCE

As Chief Procurement Officer for Sourcwell, I have reviewed the findings of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #080119 for Wireless Voice and Data Services with Related Solutions, Equipment, and Accessories**.

The committee accepted, deemed responsive, and evaluated proposals for award. Based on the committee's evaluation, and under authority granted to the Chief Procurement Officer in Sourcwell's bylaws, the action set forth above is approved.

I hereby certify:

1. Sourcwell is a government agency, created and authorized by Minnesota law to provide cooperative procurement contracts.
2. The procurement process and resulting contracts have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcwell's Procurement Policy.

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Jeremy Schwartz, ASQ CSSBB
Chief Procurement Officer

Proposal Evaluation

Wireless Voice and Data Services with Related Solutions, Equipment, and Accessories RFP # 080119



	Possible Points	AT&T	Sprint Solutions, Inc.
Conformance to Terms/ Conditions to Include Documentation	50	36	30
Pricing	400	295	300
Financial, Industry and Marketplace Successes	75	68	65
Bidder's Ability to Sell/ Service Contract Nationally	100	77	86
Bidder's Marketing Plan	50	41	40
Value Added Attributes	75	66	65
Warranty Coverages and Information	50	40	33
Selection and Variety of Products and Services Offered	200	156	183
Total Points	1,000	779	802
Rank Order		2	1

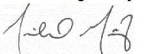
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 Chris Robinson, JD, CPSM, Sourcewell

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 Kim Austin, CPPB, Sourcewell

DocuSigned by:

 6EE63AEDED5F46E...
 Carol Jackson, Sourcewell

DocuSigned by:

 0B0204E40D3E445...
 Michael Munoz, Sourcewell



AT&T #080119-ATT

Pricing for contract #080119-ATT offers Sourcewell participating agencies the following discounts:

- 25% Discount on qualified rate plans
- 30% Discount on qualified accessories
- Waived Start of Service Fees
- Waived Upgrade Fees
- Waived Standard Shipping Fees

Certificate Of Completion

Envelope Id: EF28404904FB44E281BD7A4F1BB6A245
 Subject: URGENT Council Legislation - AT&T
 Source Envelope:
 Document Pages: 77
 Certificate Pages: 16
 AutoNav: Enabled
 Envelope Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent
 Envelope Originator:
 Procurement Resource Group
 730 2nd Ave. South 1st Floor
 Nashville, TN 37219
 prg@nashville.gov
 IP Address: 170.190.198.185

Record Tracking

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Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Metropolitan Government of Nashville and Davidson County	Location: DocuSign

Signer Events

Elizabeth Jefferson
 elizabeth.jefferson@nashville.gov
 Security Level: Email, Account Authentication (None)

Signature

Elizabeth Jefferson
 Signature Adoption: Pre-selected Style
 Using IP Address: 170.190.198.190

Timestamp

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 Signed: 5/22/2024 7:34:05 AM

Electronic Record and Signature Disclosure:
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Dennis Rowland
 dennis.rowland@nashville.gov
 Purchasing Agent & Chief Procurement Officer
 Security Level: Email, Account Authentication (None)

Dennis Rowland
 Signature Adoption: Pre-selected Style
 Using IP Address: 170.190.198.191

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 Signed: 5/22/2024 8:07:05 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Kevin Crumbo/mjw
 MaryJo.Wiggins@nashville.gov
 Security Level: Email, Account Authentication (None)

Kevin Crumbo/mjw
 Signature Adoption: Pre-selected Style
 Using IP Address: 76.122.251.187
 Signed using mobile

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Procurement Resource Group
 prg@nashville.gov
 Metropolitan Government of Nashville and Davidson County
 Security Level: Email, Account Authentication (None)

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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Tessa V. Ortiz-Marsh tessa.ortiz-marsh@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 5/20/2024 6:11:37 PM ID: 3a37eca3-b947-4ce2-8460-4bc5428b67db	COPIED	Sent: 5/22/2024 8:57:15 AM Viewed: 5/22/2024 8:58:27 AM
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Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 5/22/2024 7:48:02 AM ID: ca2d6a31-c1b4-4373-b51b-0f658f5ddb52	COPIED	Sent: 5/22/2024 8:57:16 AM
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Tessa V. Ortiz-Marsh tessa.ortiz-marsh@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 5/20/2024 6:11:37 PM ID: 3a37eca3-b947-4ce2-8460-4bc5428b67db	COPIED	Sent: 5/22/2024 8:57:17 AM
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Amber Gardner Amber.Gardner@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 2/29/2024 8:09:04 AM ID: cd8aa37d-a7aa-4bf0-b2b8-ccdcdce0adb		
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Austin Kyle publicrecords@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 5/21/2024 5:45:06 PM ID: 6325e308-3dc4-440d-b819-84aaf88fc8f3		
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Terri Ray terri.ray@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Electronic Record and Signature Disclosure
