City of Miramar, FL

2300 Civic Center Place, Miramar, FL 33025

Meeting Agenda

Monday, February 23, 2026

7:00 PM

REVISED

Commission Chambers

CITY COMMISSION REGULAR MEETING

Mayor Wayne M. Messam
Commissioner Maxwell B. Chambers
Commissioner Avril Cherasard
Vice Mayor Yvette Colbourne
Commissioner Carson Edwards

City of Miramar

WELCOME TO YOUR CITY COMMISSION MEETING

We are pleased that you have demonstrated an interest in the City of Miramar by attending a City Commission Meeting. We hope you will attend more of these meetings in the future.

GENERAL INFORMATION: The City of Miramar is a municipality chartered by the State of Florida operating under the "City Council - City Manager Plan." The City Commission is comprised of four members and the Mayor selected by the residents of Miramar to serve as the City's governing body. It is responsible for adopting policies of the City, passing ordinances, adopting resolutions and approving budgets. A City Manager is appointed by the City Commission to serve as the administrative head of the municipal government and provides recommendations to the City Commission on policy issues.

The City Commission Meeting is a formal meeting of the members of the Commission to transact City business. This business is conducted in a manner prescribed by resolution, laws and regulations which require certain formal actions and the following of specific procedures.

The AGENDA is a printed document that lists the order of business for the Commission Meeting. The public is encouraged to contact the Mayor or any City Commissioner prior to a Commission Meeting to express their views on items appearing on the Agenda.

* All cell phones and other electronic devices must be turned off prior to entering the Commission Chambers.

The City Commission may consider and act upon such other business as may come before it in the event this agenda must be revised, such revised copies will be available to the public at the City Commission Meeting.

GENERAL RULES AND PROCEDURES FOR PUBLIC PARTICIPATION AT CITY COMMISSION MEETINGS:

Who May Speak - Any individual who wishes to address the City Commission may do so providing it is accomplished in an orderly manner and in accordance with the procedures outlined below.

1. Speaking on items on the Agenda - Individuals wishing to speak on matters that appear on the Agenda need only to raise their hand to be recognized by the Mayor. Discussion at Special Meetings is limited to the items referred to on the Agenda for such Special Meetings.
2. Other Business Items - These are items placed on the Agenda by the Mayor or a Commissioner and either are requests for the preparation of future legislation or are requests for possible direction to the Administration.
3. Speaking on items not on the Agenda - Public Participation - Any individual may speak on any subject pertinent to the City at the second regularly scheduled meeting of each month. Individuals must sign in with the City Clerk prior to the meeting. The Mayor will recognize those persons who signed in, under the agenda item "Public Participation".
4. Addressing Commission, Manner & Time - Public discussion during all items is limited to three minutes maximum per person, however, the Mayor at his/her discretion may allow more time. Each person who addresses the Commission shall step up to the speaker's podium and shall give his/her name and address.
5. No untested external audio/visual presentations (i.e. jump/thumb drives) will be accepted. All a/v presentations must be emailed or delivered to the Clerk's Office 30 days in advance of the requested Commission Meeting date. The City reserves the right to modify or deny any presentation request.

The above represents a summarization of the Commission Procedures Resolution. Copies of this resolution are available from the City Clerk's Office. Any person requiring auxiliary aids and services at this meeting may call the City Clerk's Office at 954-602-3011 at least two calendar days prior to the meeting.

If a person decides to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings and for such purpose may need to insure that a verbatim recording of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

CALL TO ORDER

ROLL CALL/ANNOUNCEMENTS

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

PRESENTATIONS

Presentation: Property Taxes Update. (Broward County Property Appraiser Marty Kiar)

Proclamation: Muslim American Heritage Month. (Mayor Wayne M. Messam)

Proclamation: National Entrepreneurship Week. (Mayor Wayne M. Messam)

Proclamation: Recognizing Chinese New Year - Year of the Horse. (Vice Mayor Yvette Colbourne)

Proclamation: Ann Marie Carre Day. (Commissioner Avril Cherasard)

CONSENT AGENDA

Items listed under Consent Agenda are viewed to be routine and the recommendation will be enacted by one motion in the form listed below. If discussion is desired, the item(s) will be removed from the Consent Agenda and will be considered separately. Anyone wishing to comment on any item on the consent agenda should approach the podium now.

1. Minutes from the Special Commission Meeting of February 11, 2026.

Attachments: 11-5-25 Special Commission Minutes

2. Temp. Reso. #R8616 accepting an Absolute Bill of Sale and Easement from Safeguard Properties L.L.C., for the **water system improvements** to serve Safeguard Storage Miramar; authorizing the release of Surety Cash Bond in the amount of $235,566.65 and accepting a one-year Maintenance Bond in the amount of $27,280.83 from Safeguard Properties L.L.C. *(City Engineer Salvador Zuniga)*

Attachments: R8616 Water System Improvements for Safeguard Storagewith backup

3. Temp. Reso. #R8618 authorizing the City Manager to execute a supplemental agreement with the State Of Florida Department of Transportation, reconciling financial assistance to the City for construction, and construction engineering and inspection services of **Project FM #443945.1 - Miramar Complete Streets Phase III**. *(City Engineer Salvador Zuniga)*

Attachments: TR8618 Miramar Complete Streets Phase III -Sup Agrmnt with backup

4. Temp. Reso. #R8617 authorizing the City Manager to execute a Local Agency Program Agreement with the State Of Florida Department of Transportation and providing financial assistance to the City for construction, and construction engineering and inspection services of **Project FM #443977.1 - Miramar Complete Streets Phase IV**. *(City Engineer Salvador Zuniga)*

Attachments: TR8617 Miramar Complete Streets Phase IV LAP Agrmnt with backup

5. Temp. Reso. #R8623 approving the renewal of **City phone telecommunication services** from **Granite Telecommunications, L.L.C.**, in an amount of $130,000, for Fiscal Year 2026 through the utilization of NCPA Contract #01-99, and cellular telecommunication services from Verizon in an amount of $197,000, for Fiscal Year 2026, utilizing the State of Florida Department of Management Services Agreement No. DMS 19/20-006C. *(Information Technology Network Manager Jerry Logan)*

Attachments: TR8623 IT City Phone Telecommunications Svcs with backup

6. Temp. Reso. #R8636 approving the renewal of **security software licenses and maintenance services** from Mission Critical Systems, L.L.C., in the amount of $142,538, for Fiscal Year 2026, utilizing Procurement Exemption 2-413(11)(c). *(Information Technology Systems Manager Vanessa J. Sauveur)*

Attachments: TR8636 Renewal of Security Software

7. Temp. Reso. #R8622 approving the **purchase of parts and services** from Parkson Corporation for **bar screens and backwash sand filters** at the Wastewater Reclamation Facility using the approved sole source justification in a total amount of $198,988, and for a total expenditure of $253,655, for the Fiscal Year 2026. *(Utilities Assistant Director Jinsheng Huo and Procurement Director Alicia Ayum)*

Attachments: TR8622 WWRF Parkson with backup

8. Temp. Reso. #R8635 approving the award of Invitation for Bid No. 26-002, entitled "**Armed Security Guard Services**," to Securtec of Florida L.L.C., in an annual amount not-to-exceed $740,597.36, for an initial three (3) year term with two (2) optional one (1) year renewal periods. *(Utilities Services Manager Shaun Persad)*

Attachments: TR8635 Armed Security Guard with backup

9. Temp. Reso. #R8619 approving and authorizing the execution of Amendment No. 1 to the agreement with Walters Zackria Associates, P.L.L.C., for additional design services, HVAC system evaluation and replacement, and construction engineering services for the **Wastewater Reclamation Facility Building "L" Office Renovation** in an amount of $151,250; approving a project allowance of $50,000, for a total project amount not-to-exceed $201,250. *(Utilities Senior Project Manager Eric Francois and Procurement Director Alicia Ayum)*

Attachments: TR8619 Amdmnt No 1 to Prof Design Svcs Contract w WZA with backup

End of Consent

RESOLUTION

10. Temp. Reso. #R8624 authorizing a second one year renewal of the insurance brokerage contract, from June 30, 2026 to June 29, 2027; approving the contract's assignment from McGriff Insurance Services to Marsh and McLennan and approving **various insurance coverages** for the City's property and casualty insurance program, as part of the City's comprehensive risk management program, effective April 1, 2026 ("insurance renewals"); approving a projected premium cost of $4,286,073 not to exceed $4,500,000 including taxes and fees; declaring by four-fifths affirmative vote that applying the City's competitive procurement procedures to the insurance renewals is not in the City's best interest, thereby exempting the insurance renewals from the City's competitive procurement requirements; authorizing the Human Resources Director to negotiate lower premium amounts due under the insurance renewals; authorizing the City Manager to execute the insurance renewal agreements. *(Chief HR Officer/Director of Human Resources Kanika Stampp)*

Attachments: TR8624 Property and Casulaty Ins. Renewal with backup

PUBLIC PARTICIPATION (7:30 – 8:00 P.M.)

OTHER BUSINESS

Reports and Comments:

Commission Reports:

City Attorney Reports:

City Manager Reports:

ADJOURNMENT

11. Motion to Adjourn

THE NEXT REGULARLY SCHEDULED CITY COMMISSION MEETING IS:

Wednesday, March 4, 2026 at 7:00 P.M.

MINUTES OF THE CITY OF MIRAMAR
SPECIAL COMMISSION MEETING

February 11, 2026	**6:00 P.M.**

The special meeting of the Miramar City Commission was called to order by Mayor Messam at 6:01 p.m. in the Commission Conference Room, 3rd Floor, Miramar City Hall, 2300 Civic Center Place, Miramar, Florida.

Upon call of the roll, the following members of the City Commission were present:

Mayor Wayne M. Messam
Commissioner Avril Cherasard
Vice Mayor Yvette Colbourne
Commissioner Carson Edwards

Upon call of the roll, the following member of the City Commission was absent:

Commissioner Maxwell B. Chambers

Members of staff present in the Commission Conference Room:

City Manager Dr. Roy L. Virgin
City Attorney Norman Powell
City Attorney Jordan Gary
City Attorney Lorna Brown-Burton
City Clerk Denise A. Gibbs
Deputy City Clerk Frederika DeJean

MAYOR MESSAM: The special meeting of the Miramar City Commission is now called to order.

RESOLUTION

MAYOR MESSAM: Item number one, please.

Item one was discussed in an executive session that was closed to the public.

1. Temp. Reso. #R8634 approving a **settlement agreement** in the case of **George Wood vs. City of Miramar**. *(City Attorney Burnadette Norris-Weeks)*

CITY ATTORNEY POWELL: A resolution of the City Commission of the City of Miramar, Florida, approving a settlement agreement in the case of George Wood vs. City of Miramar; authorizing the City Manager to take necessary action; and providing for an effective date.

MAYOR MESSAM: May I have a motion on the item?

VICE MAYOR COLBOURNE: Motion to approve.

COMMISSIONER CHERASARD: Second.

MAYOR MESSAM: Record the votes.

CITY CLERK GIBBS: Commissioner Cherasard.

COMMISSIONER CHERASARD: Yes.

CITY CLERK GIBBS: Vice Mayor Colbourne.

VICE MAYOR COLBOURNE: Yes.

CITY CLERK GIBBS: Commissioner Edwards

COMMISSIONER EDWARDS: Yes.

CITY CLERK GIBBS: Mayor Messam.

MAYOR MESSAM: Yes.

On a motion by Vice Mayor Colbourne, seconded by Commissioner Cherasard, to approve Resolution #R8634, the Commission voted:

Commissioner Cherasard	Yes
Vice Mayor Colbourne	Yes
Commissioner Edwards	Yes
Mayor Messam	Yes

Resolution No. 26-69

ADJOURNMENT

The meeting was adjourned at 6:15 p.m.

_____
Denise A. Gibbs, MMC
City Clerk
DG/cp

CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: February 23, 2026

Presenter's Name and Title: Salvador Zuniga, City Engineer, on behalf of Engineering and Strategic Development

Prepared By: Joseph Jardine, Civil Engineer III

Temp. Reso. Number: 8616

Item Description: Temp. Reso. #R8616, ACCEPTING AN ABSOLUTE BILL OF SALE AND EASEMENT FROM SAFEGUARD PROPERTIES LLC, FOR THE WATER SYSTEM IMPROVEMENTS TO SERVE SAFEGUARD STORAGE MIRAMAR; AUTHORIZING THE RELEASE OF SURETY CASH BOND IN THE AMOUNT OF $235,566.65 AND ACCEPTING A ONE-YEAR MAINTENANCE CASH BOND IN THE AMOUNT OF $27,280.83 FROM SAFEGUARD PROPERTIES LLC. (City Engineer Salvador Zuniga)

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Instructions for the Office of the City Clerk: The Absolute Bill of Sale and Easement shall be recorded in the Public Records of Broward County, Florida.

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ___, Florida Statutes, public notice for this item was provided as follows: on _____ in a _____ ad in the _____; by the posting the property on _____ and/or by sending mailed notice to property owners within ____ feet of the property on _____ (fill in all that apply)

Special Voting Requirement – As required by Sec. _____, of the City Code and/or Sec. ____, Florida Statutes, approval of this item requires a _____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes ☐ No ☒

REMARKS: None.

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR8616**
  - **Exhibit A (Composite Exhibits):**
    - **Absolute Bill of Sale**
    - **Warranty**
    - **Waiver and Release of Lien**
    - **No Lien Affidavit**
    - **Easement**
    - **Opinion of Title**
    - **Maintenance Cash Bond**

- **Attachment(s)**
  - **Attachment 1: Location Map**
  - **Attachment 2: Service Agreement for Water and Sanitary Sewage Facilities**

CITY OF MIRAMAR
INTEROFFICE MEMORANDUM

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Dr. Roy L. Virgin, City Manager

BY: Salvador Zuniga, City Engineer

DATE: February 12, 2026

RE: Temp. Reso. No. 8616 Accepting an Absolute Bill of Sale and Easement for the water system improvements to serve Safeguard Storage Miramar

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RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 8616, accepting an Absolute Bill of Sale and Easement from Safeguard Properties, LLC (the "Developer") for the water system improvements (the "Improvements"), to serve Safeguard Storage Miramar. Accepting the Improvements includes the release of Surety cash bond in the amount of $235,566.65 and receipt of a one-year Maintenance Cash Bond in the amount of $27,280.83, effective from the date of City Commission acceptance.

ISSUE: In accordance with Section 21-203, City Code, and the City's Service Agreement with the Developer for Water and Sanitary Sewage Facilities, the Developer must provide an Easement and transfer the ownership of these utility improvements to the City. City Commission approval is required for acceptance of the utility improvements pursuant to Section 21-203 of the City Code.

BACKGROUND: Safeguard Storage Miramar (the "Project") is a commercial development, located at the Northeast corner of University Drive and Florida's Turnpike, as depicted in the location map attached hereto as Attachment 1. The Developer has completed construction of the Improvements to serve the Project. The actual cost of construction of the utility improvements is $109,123.32. The Developer is required to provide a one-year Maintenance Bond in the amount of 25% of the actual cost of construction, which equates to $27,280.83. The Developer has provided the required one-year Maintenance Bond, along with the Absolute Bill of Sale and Easement required for ownership transfer of the Improvements.

The Improvements were inspected and approved by the Engineering & Strategic Development staff and are recommended for acceptance by the City Commission. The Improvements were also certified through the Florida Department of Environmental Protection.

These Improvements will become the property of the City upon the City Commission's acceptance of the Absolute Bill of Sale. A one-year maintenance period by the Developer will begin effective from the date of City Commission acceptance. The City's maintenance responsibility will begin upon successful completion of the one-year maintenance period.

The Project Manager for this Project is Salvador Zuniga, City Engineer.

DISCUSSION: In order for the City to maintain an integral utility network that provides reliable water and sewer services to the residents, it must own and maintain the water and sewer main distribution lines that service a development, including proper easements and/or land transfer to access these utilities. This is required by City Code and agreed beforehand with developers prior to approval of their site plan, via the execution of a water and sewer agreement.

ANALYSIS: The improvements will become part of the City's overall utility network and, therefore, become an asset to the City. No costs are incurred by the City for the construction or acceptance of the improvements, except for future maintenance costs upon completion of the one-year maintenance period.

CITY OF MIRAMAR
MIRAMAR, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, ACCEPTING AN ABSOLUTE BILL OF SALE AND EASEMENT FROM SAFEGUARD PROPERTIES, LLC FOR THE WATER SYSTEM IMPROVEMENTS TO SERVE SAFEGUARD STORAGE MIRAMAR; AUTHORIZING THE RELEASE OF THE SURETY CASH BOND IN THE AMOUNT OF $235,566.65 AND ACCEPTING A ONE-YEAR MAINTENANCE BOND IN THE AMOUNT OF $27,280.83 FROM SAFEGUARD PROPERTIES, LLC; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Safeguard Properties, LLC ("Developer") has installed water system improvements (the "Improvements") to serve Safeguard Storage Miramar ("Project"), a commercial development, located at the northeast corner of University Drive and Florida's Turnpike; and

WHEREAS, in accordance with Section 21-203, City Code, and the City's Service Agreement with the Developer for Water and Sanitary Sewage Facilities, the Developer must provide an Easement and transfer ownership of the Improvements to the City; and

WHEREAS, the Developer has submitted an Absolute Bill of Sale for transfer of ownership of the Improvements and required Easements from Safeguard Properties, LLC ("Easement"), all in accordance with Section 21-203, City Code; and the City's Service Agreement with the Developer for Water and Sanitary Sewage Facilities; and

WHEREAS, pursuant to Section 21-203, City Code, formal City Commission acceptance of the Absolute Bill of Sale and Easement is required for the conveyance to be effective; and

WHEREAS, the Developer has provided a one-year Maintenance Cash Bond in the amount of $27,280.83 for the maintenance of the Improvements; and

WHEREAS, the one-year maintenance period will begin on the date of City Commission acceptance; and

WHEREAS, the City Manager recommends acceptance from the Developer, of the Improvements to serve the Project, and the associated Absolute Bill of Sale and Easement, as well as the release of Surety cash bond in the amount of $235,566.65, and the acceptance of the required one-year Maintenance Cash Bond in the amount of $27,280.83 for the maintenance of the Improvements; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to accept the Improvements, Absolute Bill of Sale, and Easement for the Improvements to serve the Project, and to release Surety Cash Bond in the amount of $235,566.65, and accept the required one-year Maintenance Cash Bond in the amount of $27,280.83 for the maintenance of the Improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing **"WHEREAS"** clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That it accepts from Developer the Improvements installed to serve the Project, and the related Absolute Bill of Sale and Easements with said conveyance to be made by the documents in the form attached hereto as Exhibit "A;" together with any non-

substantive changes as are deemed acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 3: That it authorizes the release of Surety Cash Bond in the amount of $235,566.65 and accept the required one-year Maintenance Cash Bond in the amount of $27,280.83 for the maintenance of the Improvements.

Section 4: That the Absolute Bill of Sale and Easement shall be recorded in the Public Records of Broward County, Florida, with the actual cost of recording to be paid by the Developer with the original of the recorded documents returned to the City.

Section 5: That the appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 6: That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, _____.

_____
Mayor, Wayne M. Messam

_____
Vice Mayor, Yvette Colbourne

ATTEST:

_____
City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

_____
City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

Requested by Administration	**Voted**
Commissioner Maxwell B. Chambers	_____
Commissioner Avril Cherasard	_____
Vice Mayor Yvette Colbourne	_____
Commissioner Carson Edwards	_____
Mayor Wayne M. Messam	_____

EXHIBIT “A”
COMPOSITE EXHIBITS

Includes:

- Absolute Bill of Sale
- Warranty
- Waiver and Release of Lien
- No Lien Affidavit
- Easement
- Opinion of Title
- Maintenance Bond

THIS INSTRUMENT RETURN TO:
Denise Gibbs, City Clerk
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025

THIS INSTRUMENT PREPARED BY:

_____
_____
_____
_____

Property Appraiser's Parcel
Identification No. 5141 27 14 0091

ABSOLUTE BILL OF SALE

THIS BILL OF SALE is made by Safeguard Properties LLC _____, a Florida LLC Corporation (Grantor) to the City of Miramar, a municipality organized under the laws of the State of Florida (Grantee).

Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration paid to Grantor by Grantee, the receipt and sufficiency of which are hereby acknowledged, grants, bargains, sells, delivers, and transfers to grants, bargains, sells, and transfers to Grantee and Grantee's successors and assigns, forever the following goods and chattels (the Personalty): Water main upon that certain real property located in the City of Miramar, Broward County, Florida, as shown on the attached Exhibit A and which Personalty is more particularly described in the attached Exhibit B, which exhibits are hereby incorporated in this instrument by this reference, all water ~~and~~ ~~sewer~~ facilities built and constructed to serve Safeguard Storage Miramar

TO HAVE AND TO HOLD the same unto Grantee and Grantee's successors and assigns forever.

Grantor represents, covenants, and warrants to Grantee and Grantee's successors and assigns that Grantor is the lawful owner of the Personalty; that the Personalty is free from all liens and encumbrances; that Grantor has good right to sell the Personalty, and that Grantor will warrant and defend the sale of the Personalty against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal by and its authorized this 18 day of September, 20 25

Signed, sealed and delivered
in the presence of:

Safeguard Properties LLC
a ~~Corporation~~

Print Name: Mike Adams
Address: 435 12th St W
Bradenton, FL 34205

Print Name: James Booth
Address: 435 12th St W
Bradenton, FL 34205

By:
Name: James Goona
Title: Vice President

STATE OF FL
COUNTY OF Manatee

The foregoing instrument was acknowledged before me this 19 day of September, 2025, by James Goona, as VP of Safeguard Properties LLC, on behalf of the company. He/She is personally known to me or did produce _____ as identification.

NOTARY PUBLIC
State of Florida at Large
My Commission Expires:

Chantal Deshaies
Comm.: HH 702601
Expires: Aug. 17, 2029
Notary Public - State of Florida

Exhibit "A"

SAFEGUARD SELF STORAGE
WATER MAIN EASEMENT
MIRAMAR PARK FIFTH ADDITION PB 92 PG 50
SECTION 27 TOWNSHIP 51 SOUTH RANGE 41 EAST
CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA
750 RIVIERA BLVD.



LOCATION MAP
NOT TO SCALE

SITE LOCATION

SURVEY NOTES AND QUALIFICATIONS:

1. Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper this drawing, sketch, plat or map is for informational purposes only and is not valid
2. Bearings shown hereon are relative to the plat of MIRAMAR PARK FIFTH ADDITION, PB 92, PG 50, BCR.
3. Data shown hereon was compiled from instruments of record and does not constitute a field survey as such.

LEGEND

BCR	–	BROWARD County Records
ORB	–	Official Records Book
PB	–	plat book
PG	–	page
POB	–	point of beginning
POC	–	point of commencement
PSM	–	professional surveyor and mapper
SQFT	–	square feet

PREPARED FOR:

MIKE CARTER CONSTRUCTION
435 12TH STREET W.
BRADENTON, FL 34205

SCOTT J DOUGLASS CERTIFICATE No. 4532 STATE OF FLORIDA REGISTERED LAND SURVEYOR

Scott J Douglass
Digitally signed by Scott J Douglass Date: 2025.06.06 11:06:06 -04'00'

For the Firm:
Scott J. Douglass
Professional Surveyor & Mapper
Florida Registration No 4532

PREPARED BY:
DOUGLASS, LEAVY & ASSOCIATES INC.
PROFESSIONAL SURVEYORS & MAPPERS
7914 WILES ROAD
CORAL SPRINGS, FLORIDA 33067
OFFICE: (954) 344-7994 FAX: (954) 344-2636
Licensed Business No. 6727

REVISIONS:	Description	Date	Fb/Pg
REVISION		DATE	FB/PG

DRAWING DATA:
Drawing date: 06/06/2025
fb/pg source: N/A
Drafter: MF
Checked: SD
CADD dwg no: 22019EASE

SHEET: 1/4

SAFEGUARD SELF STORAGE
WATER MAIN EASEMENT
MIRAMAR PARK FIFTH ADDITION PB 92 PG 50
SECTION 27 TOWNSHIP 51 SOUTH RANGE 41 EAST
CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA
750 RIVIERA BLVD.

WATER MAIN LEGAL DESCRIPTION:
PORTION OF TRACT A "MIRAMAR PARK FIFTH ADDITION" ACCORDING THE PLAT THEREOF AS RECORDED IN PLAT BOOH 92, PAGE 50 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 27 TOWNSHIP 51 SOUTH, RANGE 41 EAST THENCE N00°23'48"E ALONG THE WEST LINE OF SECTION 27 TOWNSHIP 51 SOUTH, RANGE 41 EAST A DISTANCE OF 415.00 FEET; THENCE S89°40'43"E A DISTANCE OF 20.00 FEET; THENCE N00°23'48"E A DISTANCE OF 136.33 FEET; THENCE S89°09'59"E A DISTANCE OF 56.59 FEET TO THE POINT OF BEGINNING.

THENCE S89°09'59"E A DISTANCE OF 20.00 FEET; THENCE S00°00'00"E A DISTANCE OF 11.93 FEET; THENCE N90°00'00"E A DISTANCE OF 201.39 FEET; THENCE N00°43'00"E A DISTANCE OF 63.51 FEET; THENCE S89°09'59"E A DISTANCE OF 10.00 FEET; THENCE N00°50'01"E A DISTANCE OF 42.60 FEET; THENCE S89°40'40"E A DISTANCE OF 9.98 FEET; THENCE S00°51'38"W A DISTANCE OF 105.92 FEET; THENCE S00°14'04"W A DISTANCE OF 93.56 FEET; THENCE N89°53'29"E A DISTANCE OF 13.71 FEET; THENCE N00°06'31"W A DISTANCE OF 14.68 FEET; THENCE N89°53'00"E A DISTANCE OF 20.00 FEET; THENCE S00°06'31"E A DISTANCE OF 14.69 FEET THENCE N89°53'29"E A DISTANCE OF 136.35 FEET; THENCE N00°24'22"E A DISTANCE OF 152.55 FEET; THENCE N57°03'57"E A DISTANCE OF 12.98 FEET; THENCE S29°41'05"E A DISTANCE OF 20.03 FEET; THENCE S57°03'57"W A DISTANCE OF 1.06 FEET; THENCE S00°24'22"W A DISTANCE OF 161.59 FEET; THENCE S89°53'29"W A DISTANCE OF 210.00 FEET; THENCE N00°14'04"E A DISTANCE OF 93.61 FEET; THENCE N90°00'00"W A DISTANCE OF 221.11 FEET; THENCE N00°00'00"E A DISTANCE 32.22 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF DORAL, IN SECTION 30, TOWNSHIP 53 SOUTH, RANGE 40 EAST, IN MIAMI-DADE COUNTY, FLORIDA, AND CONTAINING 15,796.7432+/- SQUARE FEET (0.363+/- ACRES).



Scott J Douglass
Digitally signed by Scott J Douglass
Date: 2025.06.06 11:06:25 -04'00'

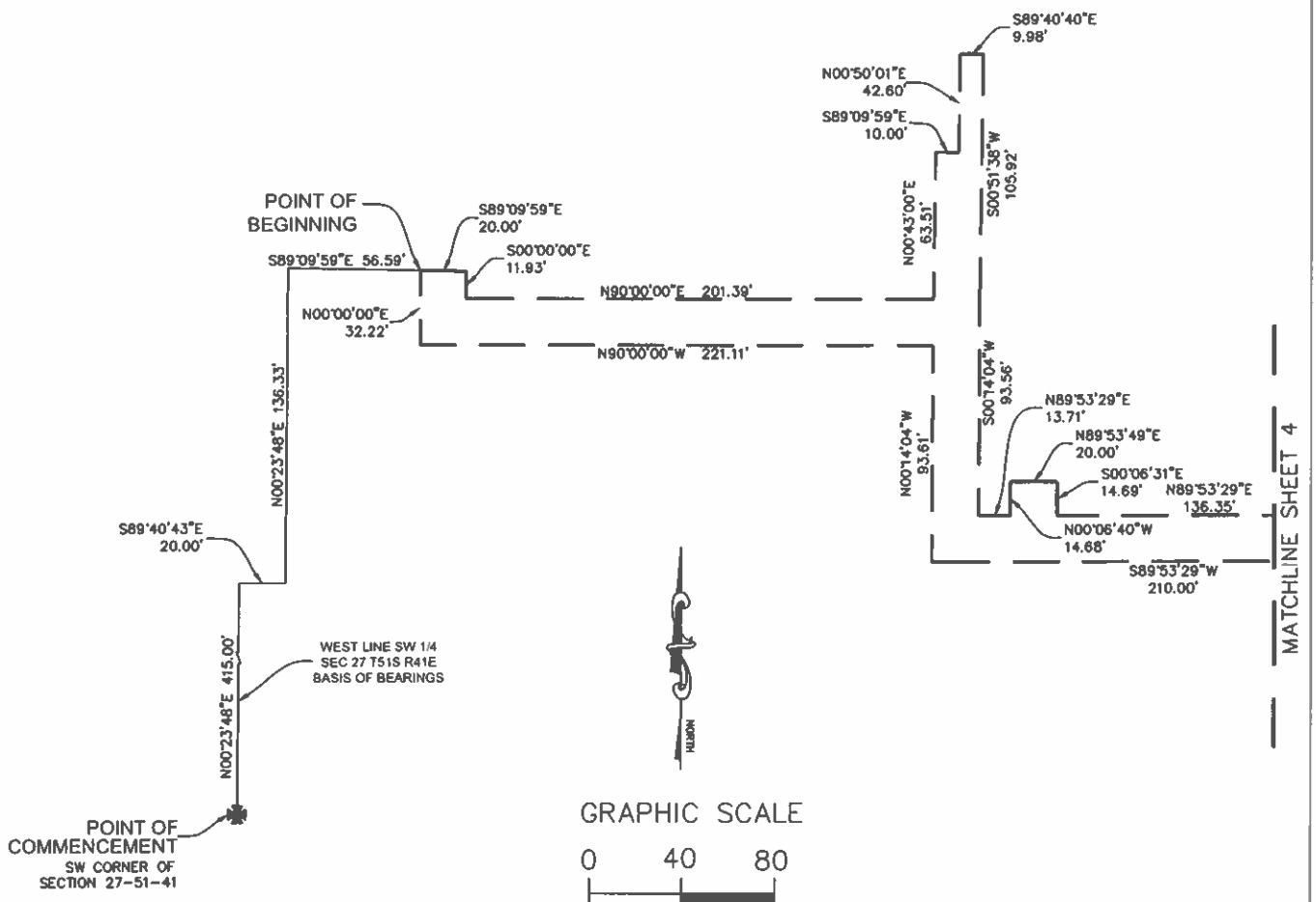
For the Firm: _____
Scott J. Douglass
Professional Surveyor & Mapper
Florida Registration No 4532

PREPARED BY:
DOUGLASS, LEAVY & ASSOCIATES INC.
PROFESSIONAL SURVEYORS & MAPPERS
7914 WILES ROAD
CORAL SPRINGS, FLORIDA 33067
OFFICE: (954) 344-7994 FAX: (954) 344-2636
Licensed Business No. 6727

REVISIONS:	Description	Date	Fb/Pg
REVISION		DATE	FB/PG

DRAWING DATA:
Drawing date: 06/06/25
fb/pg source: N/A
Drafter: MF
Checked: SD
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SHEET: 2/4

SAFEGUARD SELF STORAGE
WATER MAIN EASEMENT
MIRAMAR PARK FIFTH ADDITION PB 92 PG 50
SECTION 27 TOWNSHIP 51 SOUTH RANGE 41 EAST
CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA
750 RIVIERA BLVD.



GRAPHIC SCALE

0 40 80

(IN FEET)

1 INCH = 80 FT.

SCOTT J DOUGLASS CERTIFICATE No. 4532 STATE OF FLORIDA REGISTERED LAND SURVEYOR

Scott J Douglass

Digitally signed by Scott J Douglass Date: 2025.06.06 11:06:43 -04'00'

For the Firm:

Scott J. Douglass
Professional Surveyor & Mapper
Florida Registration No 4532

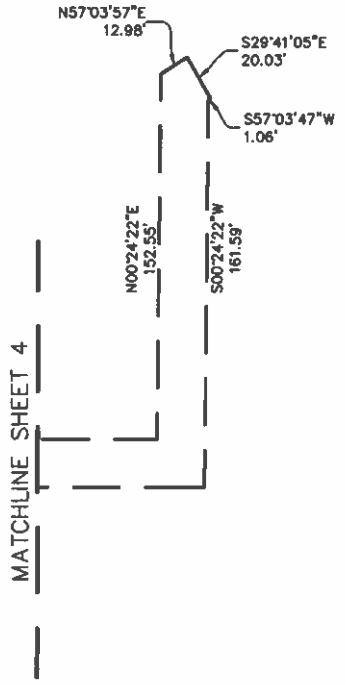
PREPARED BY:
DOUGLASS, LEAVY & ASSOCIATES INC.
PROFESSIONAL SURVEYORS & MAPPERS
7914 WILES ROAD
CORAL SPRINGS, FLORIDA 33067
OFFICE: (954) 344-7994 FAX: (954) 344-2636
Licensed Business No. 6727

REVISIONS:	Description	Date	Fb/Pg
REVISION		DATE	FB/PG

DRAWING DATA:
Drawing date: 06/06/25
fb/pg source: N/A
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SAFEGUARD SELF STORAGE
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GRAPHIC SCALE

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(IN FEET)

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SCOTT J DOUGLASS * CERTIFICATE No. 4532 * STATE OF FLORIDA * REGISTERED LAND SURVEYOR

Scott J Douglass

Digitally signed by Scott J Douglass
Date: 2025.06.06 11:07:01 -04'00'

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Scott J. Douglass
Professional Surveyor & Mapper
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Checked: SD
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SHEET: 4/4

EXHIBIT "B"
ACTUAL COST OF CONSTRUCTION

PROJECT NAME: Safe Guard Miramar

DEVELOPER: _____

	Description	Quantity	Unit	Unit Price	Cost	Total
SITE PREP	Clearing & Grubbing		SF			
	Excavation		CY			
	Filling		CY			
DRAINAGE						
TOTAL						
Pipe	15" RCP		LF			
	18" RCP		LF			
	21" RCP		LF			
	24" RCP		LF			
	30" RCP		LF			
	36" RCP		LF			
	42" RCP		LF			
	48" RCP		LF			
TOTAL						
STRUCTURES	Headwalls		EA			
	Curb Inlet		EA			
	Swale Inlet		EA			
	Catch Basin		EA			
	Pollution Retardant Basin		EA			
TOTAL						

SEWER	GRAV Sewer 0-6 cut - 6"		LF			
	GRAV Sewer 6-8 cut - 8"		LF			
	GRAV Sewer 8-10 cut - 8"		LF			
	GRAV Sewer 10-12 cut - 8"		LF			
	Manhole 0-6 cut		EA			
	Manhole 6-8 cut		EA			
	Manhole 8-10 cut		EA			
	Manhole 10-12 cut		EA			
	12" Force Main Dip		LF			
	4" Force Main PVC C900 DR18		LF			
	6" Force Main PVC C900 DR18		LF			
	8" Force Main PVC C900 DR18		LF			
	12" Force Main PVC C900 DR18		LF			
	Misc. Fittings		LS			
	Air Release Valve		EA			
	Pump Station		EA			
TOTAL						
WATER	6" C-900 DR-18 PVC Water Main		LF			
	8" C-900 DR-18 PVC Water Main		LF			
	12" C-900 DR-18 PVC Water Main		LF			
	6" Class 51 DIP Water Main	60	LF	58.56		3,513.60
	8" Class 51 DIP Water Main	868	LF	69.79		60,577.72
	12" Class 51 DIP Water Main		LF			
	1-1/2 PD Water Service Tubing		LF			
	2" PE Water Service Tubing	100	LF	36.00		3,600.00
	6" Gate Valve	3	EA	1,950.00		5,850.00
	8" Gate Valve	2	EA	2,578.00		5,156.00

	12" Gate Valve		EA			
	Fire Hydrant Assembly	2	EA	5,500.00		11,000.00
	Eclipse Model #88 Sample		EA			
	Air Release Valve and Vault		EA			
	Ductile Iron Fittings		TN			
	6" x 6" Tapping Sleeve & Valve		EA			
	8" x 6" Tapping Sleeve & Valve		EA			
	8" x 8" Tapping Sleeve & Valve	2	EA	9,713.00		19,426.00
	12" x 6" Tapping Sleeve & Valve					
	12" x 8" Tapping Sleeve & Valve					
	12" x 12" Tapping Sleeve & Valve		EA			
TOTAL						109,123.32
PAVING	1-1/4" Type S-1 with Prime		SY			
	3/4" type S-3 Asphalt w/Tack		SY			
	8" Limerock Base		SY			
	12" Compacted Subgrade		SY			
	Type AD@ Curb & Gutter		LF			
	Type AF@ Curb & Gutter		LF			
	Type IV Traffic Separator		LF			
	Pavement Marking & Signage		LS			
	Thermoplastic		LS			
TOTAL						109,123.32
	TOTAL PROJECT COST					

CERTIFICATE

I hereby certify that this cost is true and correct to the best of my knowledge and belief and represents the total site development costs for project.

Date: 08/26/2025 Project Engineer: Michael G. Lewis Reg. No. PE-92120

Public Improvement Maintenance Bond:

Cost = 109,123.32 X 25% = $27,280.83

MICHAEL G. LEWIS LICENSE No 92120 STATE OF FLORIDA PROFESSIONAL ENGINEER

Digitally signed by Michael G Lewis
Date: 2025.09.22 09:28:27-04'00'

09/22/2025

This item has been digitally signed and sealed by Michael G. Lewis, P.E. on the date adjacent to the seal.

Signature must be verified on any electronic copies

WARRANTY
(Corporate)

THIS WARRANTY made this _____ day of _____, 20___, by Safeguard Properties LLC, a Florida LLC (hereinafter referred to as "Warrantor"), whose address is 3384 Peachtree Road NE Ste 400 Atlanta, GA 30326, to the City of Miramar, a Florida Municipal Corporation (hereinafter referred to as "City"), whose address is 2300 Civic Center Place, Miramar, Florida 33025.

RECITALS:

WHEREAS, the Warrantor has constructed or caused to be constructed the water main improvements (hereinafter the "Facilities") to serve Safeguard Storage Miramar (name of Project);

WHEREAS, the Facilities are located upon real property described in Exhibit "A," attached hereto and by this reference incorporated herein; and more particularly described in Exhibit "B";

WHEREAS, the Warrantor is willing to warrant to the City the quality of materials and workmanship of the certain portions of the above described facilities for a period of 365 calendar days, commencing from the date of acceptance of those certain portions of the Facilities by the City described below;

WHEREAS, the City is willing to accept those portions of the above described Facilities up to and including water meters if, among other things, Warrantor executes this Warranty of performance; and

WHEREAS, the Warrantor affirms that it is the owner of the Facilities.

NOW, THEREFORE, for and in consideration of Ten Dollars ($10.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Warrantor warrants and agrees as follows:

1. That each of the foregoing recitals is incorporated herein and acknowledged by the Warrantor to be true and correct in all respects. That all the above described Facilities accepted by the City have been constructed in accordance with construction plans and specifications previously approved by and on file in the City.

2. That the Warrantor shall at no cost to the City maintain all parts of the above described Facilities accepted by the City in proper operation for a period of 365 days following the date of their acceptance by the City. Further, the Warrantor hereby warrants to the City that there are no defects, patent, latent, or otherwise, of materials or workmanship in the above referred to Facilities.

3. This Warranty shall be binding on the Warrantor, its successors, and assigns.

IN WITNESS WHEREOF, the undersigned has executed this Warranty by its duly authorized officers or representatives on the day and year above written.

Safeguard Properties LLC [Name of ~~Corporation], a~~ _____ ~~Corporation [insert name of state of incorporation]~~

WITNESSES:

Print Name: Mike Adams
Address: 435 12th St W
Bradenton, FL 34205

Print Name: James Booth
Address: 435 12th St W
Bradenton, FL 34205

By: _____
Print Name: James Goonan
Title: EVP

(CORPORATE SEAL)

STATE OF FL)
COUNTY OF Manatee)

THE FOREGOING INSTRUMENT was acknowledged before me this 19 day of September, 2025, by James Goonan as VP of Safeguard Properties LLC, a _____, on behalf of the _____. He/she is personally known to me (✓) or has produced _____, as identification.

SEAL

Chantal Deshaies
Comm.: HH 702601
Expires: Aug. 17, 2029
Notary Public - State of Florida

NOTARY PUBLIC

My Commission Expires:

Chantal Deshaies
Print or Type Name of Notary Public

Exhibit "A"

SAFEGUARD SELF STORAGE
WATER MAIN EASEMENT
MIRAMAR PARK FIFTH ADDITION PB 92 PG 50
SECTION 27 TOWNSHIP 51 SOUTH RANGE 41 EAST
CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA
750 RIVIERA BLVD.



LOCATION MAP
NOT TO SCALE

SITE LOCATION

SURVEY NOTES AND QUALIFICATIONS:

1. Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper this drawing, sketch, plat or map is for informational purposes only and is not valid
2. Bearings shown hereon are relative to the plat of MIRAMAR PARK FIFTH ADDITION, PB 92, PG 50, BCR.
3. Data shown hereon was compiled from instruments of record and does not constitute a field survey as such.

LEGEND

BCR	–	BROWARD County Records
ORB	–	Official Records Book
PB	–	plat book
PG	–	page
POB	–	point of beginning
POC	–	point of commencement
PSM	–	professional surveyor and mapper
SQFT	–	square feet

PREPARED FOR:

MIKE CARTER CONSTRUCTION
435 12TH STREET W.
BRADENTON, FL 34205

SCOTT J DOUGLASS * CERTIFICATE No. 4532 * STATE OF FLORIDA * REGISTERED LAND SURVEYOR

Scott J Douglass
Digitally signed by Scott J Douglass
Date: 2025.06.06 11:06:06 -04'00'

For the Firm:
Scott J. Douglass
Professional Surveyor & Mapper
Florida Registration No 4532

PREPARED BY:
DOUGLASS, LEAVY & ASSOCIATES INC.
PROFESSIONAL SURVEYORS & MAPPERS
7014 WILES ROAD
CORAL SPRINGS, FLORIDA 33067
OFFICE: (954) 344-7994 FAX: (954) 344-2636
Licensed Business No. 6727

REVISIONS:	Description	Date	Fb/Pg
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SAFEGUARD SELF STORAGE
WATER MAIN EASEMENT
MIRAMAR PARK FIFTH ADDITION PB 92 PG 50
SECTION 27 TOWNSHIP 51 SOUTH RANGE 41 EAST
CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA
750 RIVIERA BLVD.

WATER MAIN LEGAL DESCRIPTION:
PORTION OF TRACT A "MIRAMAR PARK FIFTH ADDITION" ACCORDING THE PLAT THEREOF AS RECORDED IN PLAT BOOH 92, PAGE 50 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 27 TOWNSHIP 51 SOUTH, RANGE 41 EAST THENCE N00°23'48"E ALONG THE WEST LINE OF SECTION 27 TOWNSHIP 51 SOUTH, RANGE 41 EAST A DISTANCE OF 415.00 FEET; THENCE S89°40'43"E A DISTANCE OF 20.00 FEET; THENCE N00°23'48"E A DISTANCE OF 136.33 FEET; THENCE S89°09'59"E A DISTANCE OF 56.59 FEET TO THE POINT OF BEGINNING.

THENCE S89°09'59"E A DISTANCE OF 20.00 FEET; THENCE S00°00'00"E A DISTANCE OF 11.93 FEET; THENCE N90°00'00"E A DISTANCE OF 201.39 FEET; THENCE N00°43'00"E A DISTANCE OF 63.51 FEET; THENCE S89°09'59"E A DISTANCE OF 10.00 FEET; THENCE N00°50'01"E A DISTANCE OF 42.60 FEET; THENCE S89°40'40"E A DISTANCE OF 9.98 FEET; THENCE S00°51'38"W A DISTANCE OF 105.92 FEET; THENCE S00°14'04"W A DISTANCE OF 93.56 FEET; THENCE N89°53'29"E A DISTANCE OF 13.71 FEET; THENCE N00°06'31"W A DISTANCE OF 14.68 FEET; THENCE N89°53'00"E A DISTANCE OF 20.00 FEET; THENCE S00°06'31"E A DISTANCE OF 14.69 FEET THENCE N89°53'29"E A DISTANCE OF 136.35 FEET; THENCE N00°24'22"E A DISTANCE OF 152.55 FEET; THENCE N57°03'57"E A DISTANCE OF 12.98 FEET; THENCE S29°41'05"E A DISTANCE OF 20.03 FEET; THENCE S57°03'57"W A DISTANCE OF 1.06 FEET; THENCE S00°24'22"W A DISTANCE OF 161.59 FEET; THENCE S89°53'29"W A DISTANCE OF 210.00 FEET; THENCE N00°14'04"E A DISTANCE OF 93.61 FEET; THENCE N90°00'00"W A DISTANCE OF 221.11 FEET; THENCE N00°00'00"E A DISTANCE 32.22 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF DORAL, IN SECTION 30, TOWNSHIP 53 SOUTH, RANGE 40 EAST, IN MIAMI-DADE COUNTY, FLORIDA, AND CONTAINING 15,796.7432+/- SQUARE FEET (0.363+/- ACRES).



Scott J Douglass
Digitally signed by Scott J Douglass
Date 2025.06.06 11:06:25 -04'00'

For the Firm:
Scott J. Douglass
Professional Surveyor & Mapper
Florida Registration No 4532

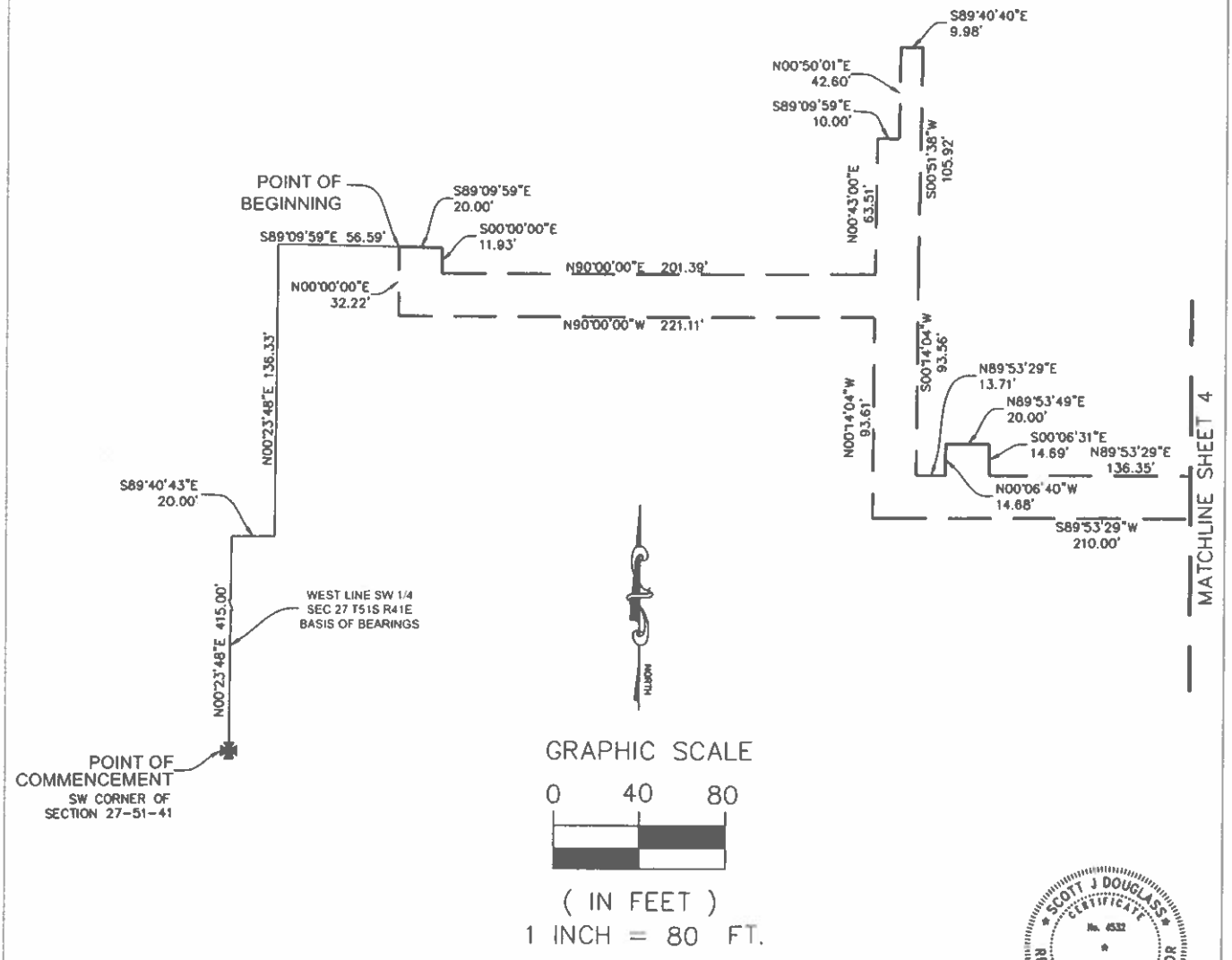
PREPARED BY:
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OFFICE: (954) 344-7994 FAX: (954) 344-2636
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SAFEGUARD SELF STORAGE
WATER MAIN EASEMENT
MIRAMAR PARK FIFTH ADDITION PB 92 PG 50
SECTION 27 TOWNSHIP 51 SOUTH RANGE 41 EAST
CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA
750 RIVIERA BLVD.



SCOTT J DOUGLASS * CERTIFICATE No. 4532 * STATE OF FLORIDA * REGISTERED LAND SURVEYOR

Scott J Douglass

Digitally signed by Scott J Douglass
Date: 2025.06.06 11:06:43 -04'00'

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Florida Registration No 4532

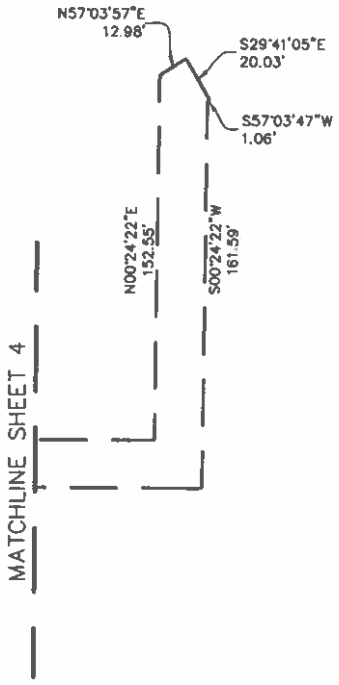
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MIRAMAR PARK FIFTH ADDITION PB 92 PG 50
SECTION 27 TOWNSHIP 51 SOUTH RANGE 41 EAST
CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA
750 RIVIERA BLVD.





GRAPHIC SCALE

0 40 80

(IN FEET)

1 INCH = 80 FT.

SCOTT J DOUGLASS CERTIFICATE No. 4532 STATE OF FLORIDA REGISTERED LAND SURVEYOR

Scott J Douglass

Digitally signed by Scott J Douglass
Date 2025.06.06 11:07:01 -04'00'

For the Firm:

Scott J. Douglass
Professional Surveyor & Mapper
Florida Registration No 4532

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SHEET: 4/4

EXHIBIT "B"
ACTUAL COST OF CONSTRUCTION

PROJECT NAME: Safe Guard Miramar

DEVELOPER: _____

	Description	Quantity	Unit	Unit Price	Cost	Total
SITE PREP	Clearing & Grubbing		SF			
	Excavation		CY			
	Filling		CY			
DRAINAGE						
TOTAL						
Pipe	15" RCP		LF			
	18" RCP		LF			
	21" RCP		LF			
	24" RCP		LF			
	30" RCP		LF			
	36" RCP		LF			
	42" RCP		LF			
	48" RCP		LF			
TOTAL						
STRUCTURES	Headwalls		EA			
	Curb Inlet		EA			
	Swale Inlet		EA			
	Catch Basin		EA			
	Pollution Retardant Basin		EA			
TOTAL						

SEWER	GRAV Sewer 0-6 cut - 6"		LF			
	GRAV Sewer 6-8 cut - 8"		LF			
	GRAV Sewer 8-10 cut - 8"		LF			
	GRAV Sewer 10-12 cut - 8"		LF			
	Manhole 0-6 cut		EA			
	Manhole 6-8 cut		EA			
	Manhole 8-10 cut		EA			
	Manhole 10-12 cut		EA			
	12" Force Main Dip		LF			
	4" Force Main PVC C900 DR18		LF			
	6" Force Main PVC C900 DR18		LF			
	8" Force Main PVC C900 DR18		LF			
	12" Force Main PVC C900 DR18		LF			
	Misc. Fittings		LS			
	Air Release Valve		EA			
	Pump Station		EA			
TOTAL						
WATER	6" C-900 DR-18 PVC Water Main		LF			
	8" C-900 DR-18 PVC Water Main		LF			
	12" C-900 DR-18 PVC Water Main		LF			
	6" Class 51 DIP Water Main	60	LF	58.56		3,513.60
	8" Class 51 DIP Water Main	868	LF	69.79		60,577.72
	12" Class 51 DIP Water Main		LF			
	1-1/2 PD Water Service Tubing		LF			
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	6" Gate Valve	3	EA	1,950.00		5,850.00
	8" Gate Valve	2	EA	2,578.00		5,156.00

	12" Gate Valve		EA			
	Fire Hydrant Assembly	2	EA	5,500.00		11,000.00
	Eclipse Model #88 Sample		EA			
	Air Release Valve and Vault		EA			
	Ductile Iron Fittings		TN			
	6" x 6" Tapping Sleeve & Valve		EA			
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	12" x 6" Tapping Sleeve & Valve					
	12" x 8" Tapping Sleeve & Valve					
	12" x 12" Tapping Sleeve & Valve		EA			
TOTAL						109,123.32
PAVING	1-1/4" Type S-1 with Prime		SY			
	3/4" type S-3 Asphalt w/Tack		SY			
	8" Limerock Base		SY			
	12" Compacted Subgrade		SY			
	Type AD@ Curb & Gutter		LF			
	Type AF@ Curb & Gutter		LF			
	Type IV Traffic Separator		LF			
	Pavement Marking & Signage		LS			
	Thermoplastic		LS			
TOTAL						109,123.32
	TOTAL PROJECT COST					

CERTIFICATE

I hereby certify that this cost is true and correct to the best of my knowledge and belief and represents the total site development costs for project.

Date: 08/26/2025 Project Engineer: Michael G. Lewis Reg. No. PE-92120

Public Improvement Maintenance Bond:

Cost = 109,123.32 X 25% = $27,280.83

MICHAEL G. LEWIS LICENSE No 92120 STATE OF FLORIDA PROFESSIONAL ENGINEER

Digitally signed by Michael G Lewis
Date: 2025.09.22 09:28:27-04'00'

This item has been digitally signed and sealed by Michael G. Lewis, P.E. on the date adjacent to the seal.

Signature must be verified on any

09/22/2025

WAIVER AND RELEASE OF LIEN
(Corporate)

KNOW ALL MEN BY THESE PRESENTS, that MVRT, Inc. in consideration of payment in the sum of $10.00 (Ten and No/100 Dollars), receipt of which is hereby acknowledged, and other valuable considerations and benefits to the undersigned accruing, does hereby waive, release and quit claim all liens, lien rights, claims or demands of every kind whatsoever which the undersigned now has, or may hereinafter have, against certain improvements, situated in the City of Miramar, Broward County, Florida, as described as:

> All facilities built and constructed to serve Safeguard Storage Miramar located in the City of Miramar, Broward County, Florida as shown on Exhibit "A" attached hereto and made a part hereof and as more particularly described on Exhibit "B" attached hereto and made a part hereof.

on account of work and labor performed, and/or materials furnished in, to, or in the improvements above described, or any part thereof.

It being the understanding of the undersigned that this is a Waiver and Release of Lien which the undersigned has against the premises described herein, only to the extent of the payments specified and only for materials furnished or work done up until 7/12/2025 (Date). The undersigned warrants that no assignment of said liens or claims, nor the right to perfect a lien against said improvements, by virtue of the accrual of said payment, has or will be made, and that the undersigned has the right to execute this Waiver and Release, and that all laborers employed by the undersigned, and all bills for materials and supplies furnished by others to the undersigned in connection with the construction of said improvements, to the extent of the payment herein referred to, have been fully paid.

Dated this 18 day of September, 2025.

WITNESSETH:

Mike Carter Construction
Name of Corporation

By: _____

Name: Mike Adams

Title: President

Exhibit "A"

SAFEGUARD SELF STORAGE
WATER MAIN EASEMENT
MIRAMAR PARK FIFTH ADDITION PB 92 PG 50
SECTION 27 TOWNSHIP 51 SOUTH RANGE 41 EAST
CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA
750 RIVIERA BLVD.



LOCATION MAP
NOT TO SCALE

SITE LOCATION

SURVEY NOTES AND QUALIFICATIONS:

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PREPARED FOR:

MIKE CARTER CONSTRUCTION
435 12TH STREET W.
BRADENTON, FL 34205

SCOTT J DOUGLASS * CERTIFICATE No. 4532 * STATE OF FLORIDA * REGISTERED LAND SURVEYOR

Scott J Douglass
Digitally signed by Scott J Douglass
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For the Firm:

Scott J. Douglass
Professional Surveyor & Mapper
Florida Registration No. 4532

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SAFEGUARD SELF STORAGE
WATER MAIN EASEMENT
MIRAMAR PARK FIFTH ADDITION PB 92 PG 50
SECTION 27 TOWNSHIP 51 SOUTH RANGE 41 EAST
CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA
750 RIVIERA BLVD.

WATER MAIN LEGAL DESCRIPTION:
PORTION OF TRACT A "MIRAMAR PARK FIFTH ADDITION" ACCORDING THE PLAT THEREOF AS RECORDED IN PLAT BOOH 92, PAGE 50 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 27 TOWNSHIP 51 SOUTH, RANGE 41 EAST THENCE N00°23'48"E ALONG THE WEST LINE OF SECTION 27 TOWNSHIP 51 SOUTH, RANGE 41 EAST A DISTANCE OF 415.00 FEET; THENCE S89°40'43"E A DISTANCE OF 20.00 FEET; THENCE N00°23'48"E A DISTANCE OF 136.33 FEET; THENCE S89°09'59"E A DISTANCE OF 56.59 FEET TO THE POINT OF BEGINNING.

THENCE S89°09'59"E A DISTANCE OF 20.00 FEET; THENCE S00°00'00"E A DISTANCE OF 11.93 FEET; THENCE N90°00'00"E A DISTANCE OF 201.39 FEET; THENCE N00°43'00"E A DISTANCE OF 63.51 FEET; THENCE S89°09'59"E A DISTANCE OF 10.00 FEET; THENCE N00°50'01"E A DISTANCE OF 42.60 FEET; THENCE S89°40'40"E A DISTANCE OF 9.98 FEET; THENCE S00°51'38"W A DISTANCE OF 105.92 FEET; THENCE S00°14'04"W A DISTANCE OF 93.56 FEET; THENCE N89°53'29"E A DISTANCE OF 13.71 FEET; THENCE N00°06'31"W A DISTANCE OF 14.68 FEET; THENCE N89°53'00"E A DISTANCE OF 20.00 FEET; THENCE S00°06'31"E A DISTANCE OF 14.69 FEET THENCE N89°53'29"E A DISTANCE OF 136.35 FEET; THENCE N00°24'22"E A DISTANCE OF 152.55 FEET; THENCE N57°03'57"E A DISTANCE OF 12.98 FEET; THENCE S29°41'05"E A DISTANCE OF 20.03 FEET; THENCE S57°03'57"W A DISTANCE OF 1.06 FEET; THENCE S00°24'22"W A DISTANCE OF 161.59 FEET; THENCE S89°53'29"W A DISTANCE OF 210.00 FEET; THENCE N00°14'04"E A DISTANCE OF 93.61 FEET; THENCE N90°00'00"W A DISTANCE OF 221.11 FEET; THENCE N00°00'00"E A DISTANCE 32.22 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF DORAL, IN SECTION 30, TOWNSHIP 53 SOUTH, RANGE 40 EAST, IN MIAMI-DADE COUNTY, FLORIDA, AND CONTAINING 15,796.7432+/- SQUARE FEET (0.363+/- ACRES).



Scott J Douglass
Digitally signed by Scott J Douglass
Date: 2025.06.06 11:06:25 -04'00'

For the Firm:
Scott J. Douglass
Professional Surveyor & Mapper
Florida Registration No 4532

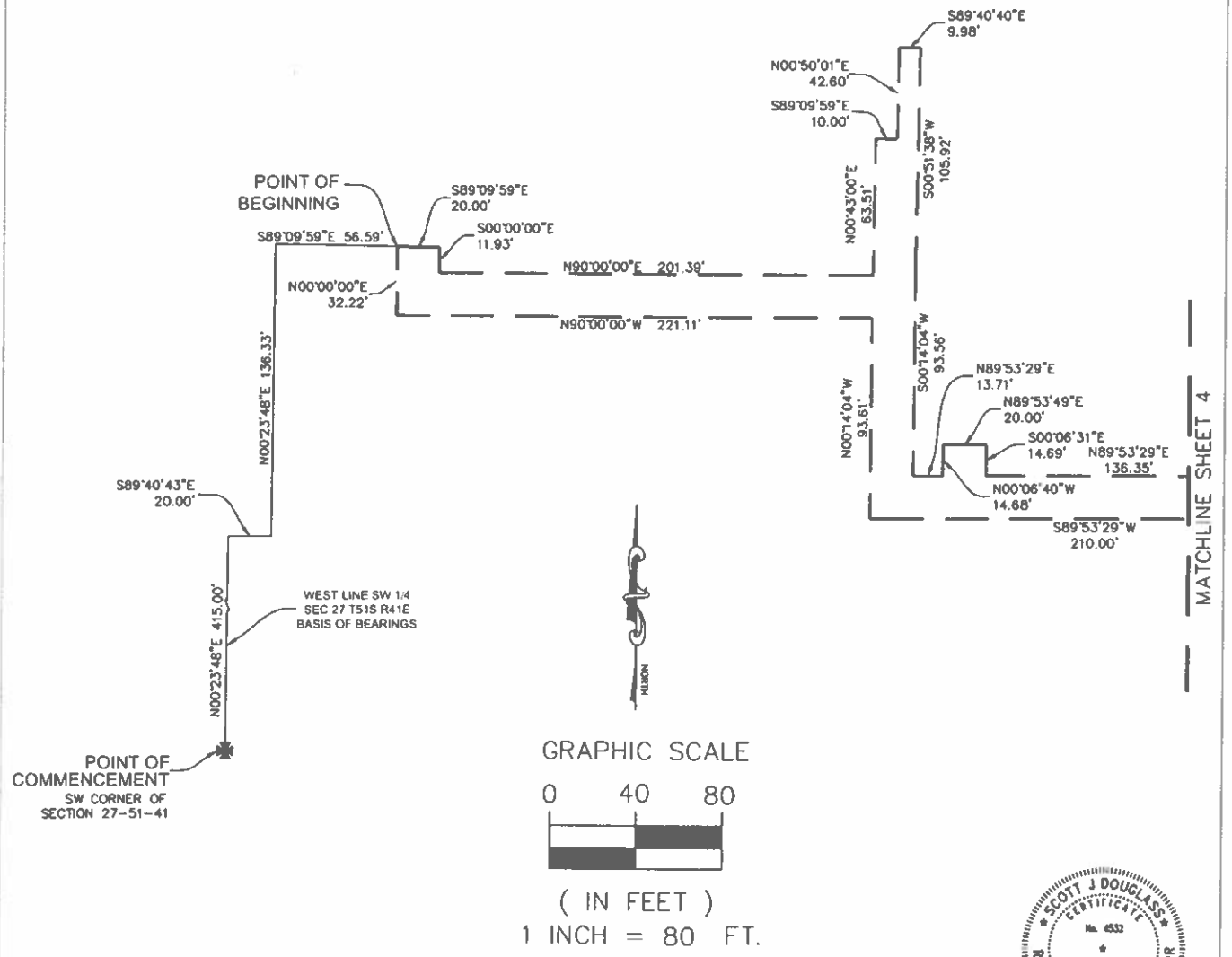
PREPARED BY:
DOUGLASS, LEAVY & ASSOCIATES INC.
PROFESSIONAL SURVEYORS & MAPPERS
7914 WILES ROAD
CORAL SPRINGS, FLORIDA 33067
OFFICE: (954) 344-7994 FAX: (954) 344-2636
Licensed Business No. 6727

REVISIONS:	Description	Date	Fb/Pg
REVISION		DATE	FB/PG

DRAWING DATA:
Drawing date: 06/06/25
fb/pg source: N/A
Drafter: MF
Checked: SD
CADD dwg no: 22019EASE

SHEET: 2/4

SAFEGUARD SELF STORAGE
WATER MAIN EASEMENT
MIRAMAR PARK FIFTH ADDITION PB 92 PG 50
SECTION 27 TOWNSHIP 51 SOUTH RANGE 41 EAST
CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA
750 RIVIERA BLVD.



SCOTT J DOUGLASS * CERTIFICATE No. 4532 * STATE OF FLORIDA * REGISTERED LAND SURVEYOR

Scott J Douglass

Digitally signed by Scott J Douglass
Date: 2025.06.06 11:06:43 -04'00'

For the Firm:
Scott J. Douglass
Professional Surveyor & Mapper
Florida Registration No 4532

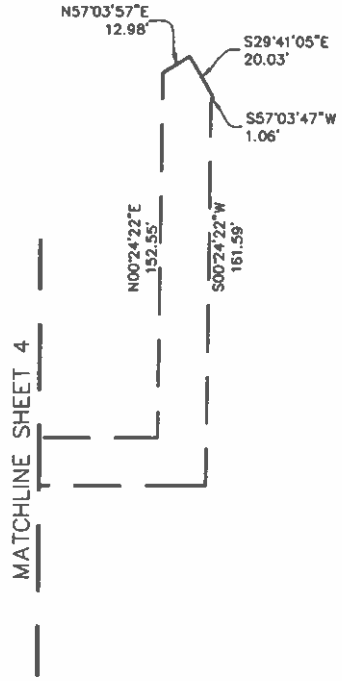
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CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA
750 RIVIERA BLVD.





GRAPHIC SCALE

0 40 80

(IN FEET)

1 INCH = 80 FT.

SCOTT J DOUGLASS CERTIFICATE No. 4532 STATE OF FLORIDA REGISTERED LAND SURVEYOR

Scott J Douglass

Digitally signed by Scott J Douglass Date 2025.06.06 11:07:01 -04'00'

For the Firm: _____

Scott J. Douglass
Professional Surveyor & Mapper
Florida Registration No 4532

PREPARED BY:
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SHEET: 4/4

EXHIBIT "B"
ACTUAL COST OF CONSTRUCTION

PROJECT NAME: Safe Guard Miramar

DEVELOPER: _____

	Description	Quantity	Unit	Unit Price	Cost	Total
SITE PREP	Clearing & Grubbing		SF			
	Excavation		CY			
	Filling		CY			
DRAINAGE						
TOTAL						
Pipe	15" RCP		LF			
	18" RCP		LF			
	21" RCP		LF			
	24" RCP		LF			
	30" RCP		LF			
	36" RCP		LF			
	42" RCP		LF			
	48" RCP		LF			
TOTAL						
STRUCTURES	Headwalls		EA			
	Curb Inlet		EA			
	Swale Inlet		EA			
	Catch Basin		EA			
	Pollution Retardant Basin		EA			
TOTAL						

SEWER	GRAV Sewer 0-6 cut - 6"		LF			
	GRAV Sewer 6-8 cut - 8"		LF			
	GRAV Sewer 8-10 cut - 8"		LF			
	GRAV Sewer 10-12 cut - 8"		LF			
	Manhole 0-6 cut		EA			
	Manhole 6-8 cut		EA			
	Manhole 8-10 cut		EA			
	Manhole 10-12 cut		EA			
	12" Force Main Dip		LF			
	4" Force Main PVC C900 DR18		LF			
	6" Force Main PVC C900 DR18		LF			
	8" Force Main PVC C900 DR18		LF			
	12" Force Main PVC C900 DR18		LF			
	Misc. Fittings		LS			
	Air Release Valve		EA			
	Pump Station		EA			
TOTAL						
WATER	6" C-900 DR-18 PVC Water Main		LF			
	8" C-900 DR-18 PVC Water Main		LF			
	12" C-900 DR-18 PVC Water Main		LF			
	6" Class 51 DIP Water Main	60	LF	58.56		3,513.60
	8" Class 51 DIP Water Main	868	LF	69.79		60,577.72
	12" Class 51 DIP Water Main		LF			
	1-1/2 PD Water Service Tubing		LF			
	2" PE Water Service Tubing	100	LF	36.00		3,600.00
	6" Gate Valve	3	EA	1,950.00		5,850.00
	8" Gate Valve	2	EA	2,578.00		5,156.00

	12" Gate Valve		EA			
	Fire Hydrant Assembly	2	EA	5,500.00		11,000.00
	Eclipse Model #88 Sample		EA			
	Air Release Valve and Vault		EA			
	Ductile Iron Fittings		TN			
	6" x 6" Tapping Sleeve & Valve		EA			
	8" x 6" Tapping Sleeve & Valve		EA			
	8" x 8" Tapping Sleeve & Valve	2	EA	9,713.00		19,426.00
	12" x 6" Tapping Sleeve & Valve					
	12" x 8" Tapping Sleeve & Valve					
	12" x 12" Tapping Sleeve & Valve		EA			
TOTAL						109,123.32
PAVING	1-1/4" Type S-1 with Prime		SY			
	3/4" type S-3 Asphalt w/Tack		SY			
	8" Limerock Base		SY			
	12" Compacted Subgrade		SY			
	Type AD@ Curb & Gutter		LF			
	Type AF@ Curb & Gutter		LF			
	Type IV Traffic Separator		LF			
	Pavement Marking & Signage		LS			
	Thermoplastic		LS			
TOTAL						109,123.32
	TOTAL PROJECT COST					

CERTIFICATE

I hereby certify that this cost is true and correct to the best of my knowledge and belief and represents the total site development costs for project.

Date: 08/26/2025 Project Engineer: Michael G. Lewis Reg. No. PE-92120

Public Improvement Maintenance Bond:

Cost = 109,123.32 X 25% = $27,280.83

MICHAEL G. LEWIS LICENSE No 92120 STATE OF FLORIDA PROFESSIONAL ENGINEER

Digitally signed by Michael G Lewis
Date: 2025.09.22 09:28:27-04'00'

This item has been digitally signed and sealed by Michael G. Lewis, P.E. on the date adjacent to the seal.

Signature must be verified on any

09/22/2025

NO LIEN AFFIDAVIT
(Corporate)

STATE OF Florida)
) **ss**
COUNTY OF Manatee)

Before me, the undersigned authority, personally appeared James Gorman (Affiant), who being by me first duly sworn, on oath, deposes and says:

1. Affiant is the VP [insert office held by affiant] of Safeguard Properties LLC (the "Corporation").
2. That the Corporation is the owner of the following described property, to wit:

   See Exhibit "A" attached hereto and by this reference incorporated herein.

3. That the above described property is free and clear of all liens, taxes, encumbrances and claims of every kind, nature and description whatsoever, except for real estate and personal property taxes for the year 2025.
4. That within the past ninety (90) days there have been no improvement, alterations, or repairs to the above described property for which the costs thereof remain unpaid, and that within the past ninety (90) days there have been no claims for labor or material furnished for repairing or improving the same, which remain unpaid.
5. That there are no mechanic's, material-men's, or laborer's liens against the above described property. That there are no construction, mechanics', materialmans' or laborers' liens filed against the Property or any portion thereof; that there have been no repairs, improvements or other work done to or labor, materials or services bestowed upon the Property or any portion thereof for which any or all of the cost of the same remains unpaid; and that no person, firm or corporation is entitled to a construction lien against the Property or any portion thereof under Chapter 713 of the Florida Statutes.
6. That the personal property contained on said property or on the said premises, and which, if any, is being sold to the purchaser(s) mentioned below, is also free and clear of all liens, encumbrances, claims and demands whatsoever.
7. That the corporation, in the operation of said property, complied in all respects with the Sales Tax Law of the State of Florida and all other taxation laws of state and federal government.
8. That Affiant knows of no violations of City or County Ordinances, or State or Federal law pertaining to the above described property.
9. That no person, firm or corporation has any interest, claim of possession, or contract right with respect to the Property or any portion thereof, and there are no facts known to Affiant which would give rise to such a claim being asserted against the Property or any portion thereof.
10. That there are no unsatisfied judgments or any federal, state or county tax deficiencies, which are a lien against the Property or any portion thereof.
11. That there is no pending litigation or dispute involving or concerning the location of the boundaries of the Property or any portion thereof.

12. That this Affidavit is made for the purpose of inducing the City of Miramar, a Florida Municipal Corporation, to accept transfer of said property from Affiant.
13. That no judgment or decree has been entered in any court of this state or the United States against said Affiant which remains unsatisfied.
14. Affiant further states that he/she is familiar with the nature of an oath and with the penalties as provided by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature. Affiant further certifies that he/she has read, or has heard read to them, the full facts of this Affidavit and understand its context.

WITNESSES:

Safeguard Properties LLC
(insert Name of Corporation), a _____ Corporation ~~[insert name of state of incorporation]~~

By: _____
Individually, and on behalf of the Corporation

SWORN TO AND SUBSCRIBED before me this 19 day of September, 2025.

Notary Public, State of Florida
At Large

Chantal Deshales
Comm.: HH 702601
Expires: Aug. 17, 2029
Notary Public - State of Florida

Exhibit "A"

SAFEGUARD SELF STORAGE
WATER MAIN EASEMENT
MIRAMAR PARK FIFTH ADDITION PB 92 PG 50
SECTION 27 TOWNSHIP 51 SOUTH RANGE 41 EAST
CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA
750 RIVIERA BLVD.



LOCATION MAP
NOT TO SCALE

SITE LOCATION

SURVEY NOTES AND QUALIFICATIONS:

1. Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper this drawing, sketch, plat or map is for informational purposes only and is not valid
2. Bearings shown hereon are relative to the plat of MIRAMAR PARK FIFTH ADDITION, PB 92, PG 50, BCR.
3. Data shown hereon was compiled from instruments of record and does not constitute a field survey as such.

LEGEND

BCR	–	BROWARD County Records
ORB	–	Official Records Book
PB	–	plat book
PG	–	page
POB	–	point of beginning
POC	–	point of commencement
PSM	–	professional surveyor and mapper
SQFT	–	square feet

PREPARED FOR:

MIKE CARTER CONSTRUCTION
435 12TH STREET W.
BRADENTON, FL 34205

SCOTT J DOUGLASS CERTIFICATE No. 4532 STATE OF FLORIDA REGISTERED LAND SURVEYOR

Scott J Douglass
Digitally signed by Scott J Douglass Date: 2025.06.06 11:06:06 -04'00'

For the Firm:
Scott J. Douglass
Professional Surveyor & Mapper
Florida Registration No 4532

PREPARED BY:
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PROFESSIONAL SURVEYORS & MAPPERS
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WATER MAIN LEGAL DESCRIPTION:
PORTION OF TRACT A "MIRAMAR PARK FIFTH ADDITION" ACCORDING THE PLAT THEREOF AS RECORDED IN PLAT BOOH 92, PAGE 50 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE S89°09'59"E A DISTANCE OF 20.00 FEET; THENCE S00°00'00"E A DISTANCE OF 11.93 FEET; THENCE N90°00'00"E A DISTANCE OF 201.39 FEET; THENCE N00°43'00"E A DISTANCE OF 63.51 FEET; THENCE S89°09'59"E A DISTANCE OF 10.00 FEET; THENCE N00°50'01"E A DISTANCE OF 42.60 FEET; THENCE S89°40'40"E A DISTANCE OF 9.98 FEET; THENCE S00°51'38"W A DISTANCE OF 105.92 FEET; THENCE S00°14'04"W A DISTANCE OF 93.56 FEET; THENCE N89°53'29"E A DISTANCE OF 13.71 FEET; THENCE N00°06'31"W A DISTANCE OF 14.68 FEET; THENCE N89°53'00"E A DISTANCE OF 20.00 FEET; THENCE S00°06'31"E A DISTANCE OF 14.69 FEET THENCE N89°53'29"E A DISTANCE OF 136.35 FEET; THENCE N00°24'22"E A DISTANCE OF 152.55 FEET; THENCE N57°03'57"E A DISTANCE OF 12.98 FEET; THENCE S29°41'05"E A DISTANCE OF 20.03 FEET; THENCE S57°03'57"W A DISTANCE OF 1.06 FEET; THENCE S00°24'22"W A DISTANCE OF 161.59 FEET; THENCE S89°53'29"W A DISTANCE OF 210.00 FEET; THENCE N00°14'04"E A DISTANCE OF 93.61 FEET; THENCE N90°00'00"W A DISTANCE OF 221.11 FEET; THENCE N00°00'00"E A DISTANCE 32.22 FEET TO THE POINT OF BEGINNING.

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Scott J Douglass
Digitally signed by Scott J Douglass
Date: 2025.06.06 11:06:25 -04'00'

For the Firm: _____
Scott J. Douglass
Professional Surveyor & Mapper
Florida Registration No 4532

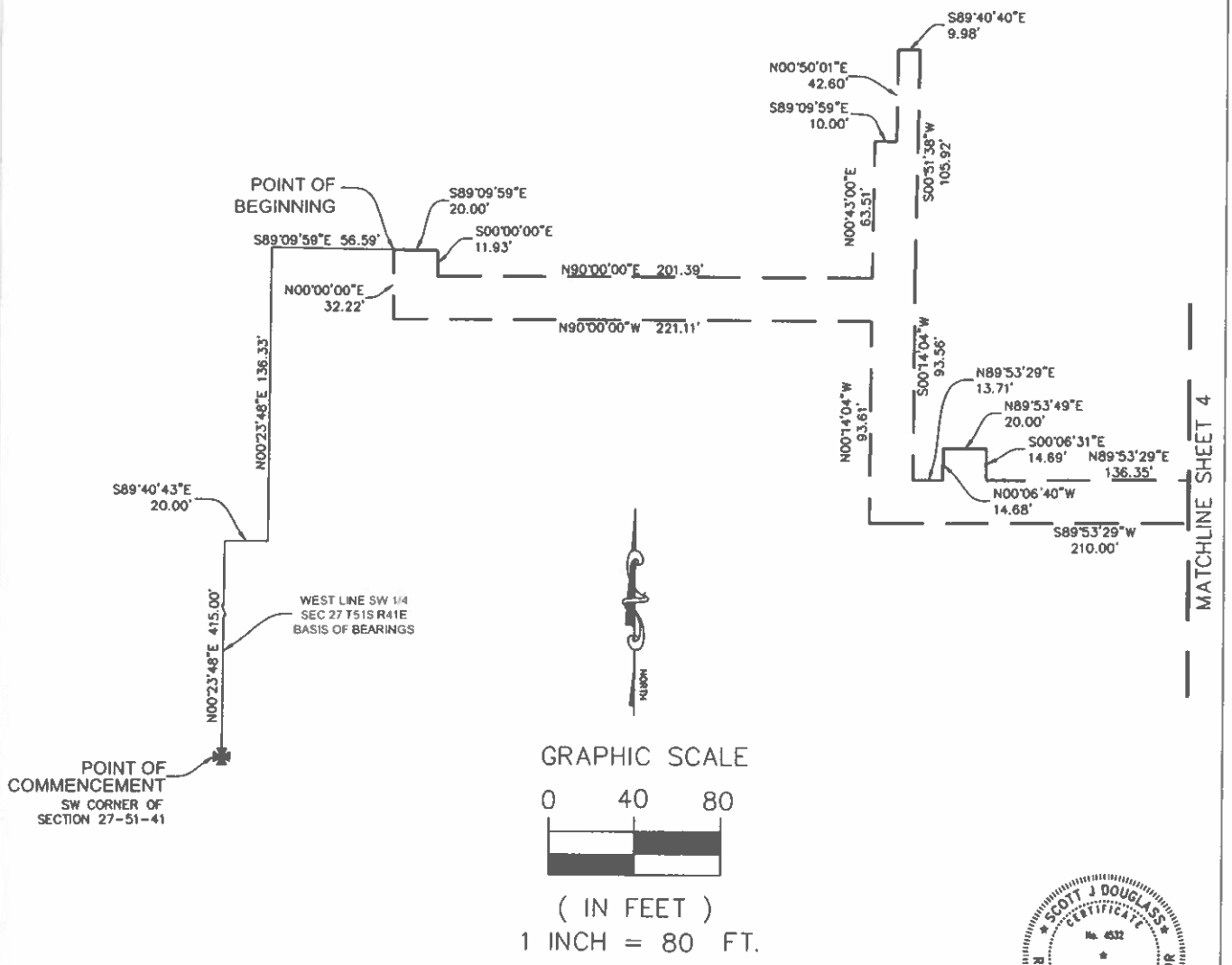
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SAFEGUARD SELF STORAGE
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MIRAMAR PARK FIFTH ADDITION PB 92 PG 50
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CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA
750 RIVIERA BLVD.



SCOTT J DOUGLASS CERTIFICATE No. 4532 STATE OF FLORIDA REGISTERED LAND SURVEYOR

Scott J Douglass

Digitally signed by Scott J Douglass Date 2025.06.06 11:06:43 -04'00'

For the Firm:

Scott J. Douglass
Professional Surveyor & Mapper
Florida Registration No. 4532

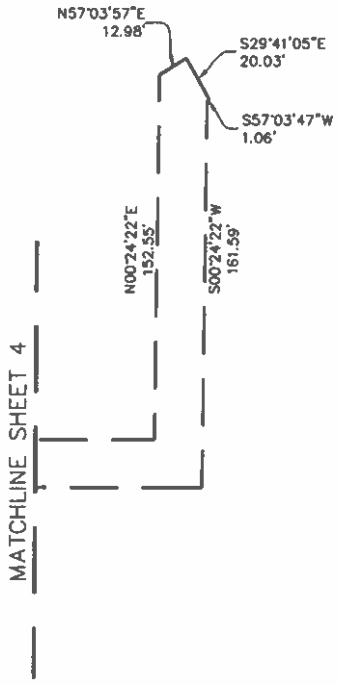
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CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA
750 RIVIERA BLVD.





GRAPHIC SCALE

0 40 80

(IN FEET)

1 INCH = 80 FT.

SCOTT J DOUGLASS CERTIFICATE No. 4532 STATE OF FLORIDA REGISTERED LAND SURVEYOR

Scott J Douglass

Digitally signed by Scott J Douglass
Date 2025.06.04 11:07:01 -04'00'

For the Firm: _____

Scott J. Douglass
Professional Surveyor & Mapper
Florida Registration No 4532

PREPARED BY:
DOUGLASS, LEAVY & ASSOCIATES INC.
PROFESSIONAL SURVEYORS & MAPPERS
7914 WILES ROAD
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THIS INSTRUMENT RETURN TO:
Denise Gibbs, City Clerk
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025

THIS INSTRUMENT PREPARED BY:
_____
_____
_____
_____

Part of Property Appraiser's Parcel
Identification No._____

EASEMENT

THIS EASEMENT (the Easement) is made this 2nd day of October 2025, by Safeguard Properties LLC _____, ("Grantor") whose address is 3384 Peachtree Rd NE Ste 400 Atlanta GA 30326 to and in favor of the City of Miramar, a Florida Municipal Corporation ("Grantee") whose address is 2300 Civic Center Place, Miramar, Florida 33025.

RECITALS:

A. Grantor is the owner of that certain real property located in Broward County, Florida, more particularly described on Exhibit "A" attached hereto and made a part of this Easement (the Easement Property).

B. Grantor wishes to grant an easement for utilities and vehicular and pedestrian ingress and egress over, under, across and upon the Easement Property.

NOW, THEREFORE, for and in consideration of the sum of Ten and 00/00 Dollars ($10.00) in hand paid by Grantee to Grantor and other good and valuable consideration,

the receipt and sufficiency of which Grantor hereby acknowledges, Grantor agrees as follows:

1. Recitals. Each and all of the recitals is hereby incorporated herein by this reference.

2. Grant of Easement. Grantor does hereby grant, bargain, sell, alien, remise, release, confirm, and convey to Grantee an easement over, under, across and upon the Easement Property for the purpose of:

   2.1 Constructing, reconstructing, laying, installing, operating, maintaining, relocating, repairing, replacing, improving, removing, connecting to, disconnecting from, and inspecting water transmission and distribution facilities and all appurtenances and/or equipment associated therewith, and/or sewage transmission and collection facilities and all appurtenances and/or equipment associated therewith, all as may be required by the Grantor.

   2.2 Vehicular and pedestrian ingress and egress to the Easement Property for the purposes outlined in this Section.

   2.3 Said Easement Property is together with all the tenements, hereditaments, and appurtenances thereto belonging or in any way appertaining.

   2.4 Title and the legal description to the Property described on Exhibit "A" herein has neither been examined nor approved by the City of Miramar or the City Attorney.

   2.5 All covenants, terms, provisions, and conditions herein contained shall inure and extend to and be obligatory upon the successors, lessees, and assigns of the respective parties hereto.

   2.6 By delivery of this Easement Property, Grantor covenants not to interfere with the safe operation or maintenance of the facilities within the Easement Property.

3. Grantee's Use of Easement. Grantee shall have the right to do all things necessary, useful or convenient for the purposes outlined in Section 2 of this Easement. The rights herein granted to Grantee by Grantor specifically include: (a) the right of Grantee to control, inspect, alter, improve, maintain, install, connect to, disconnect from, repair, rebuild and remove said facilities within the Easement Property; (b) the right of Grantee to trim, cut, or remove plants, trees, fences, or structures from said Easement Property; and (c) the right of Grantee to have egress and ingress to said Easement Property for the purposes expressed in (a) and (b) immediately above.

4. Grantor's Use of Easement. Grantor shall have the right to make any use of this Easement that does not interfere with Grantee's use. Specifically, no other easement shall be granted that would allow the other easement holder to install anything that would run parallel with Grantee's water or sewer lines without prior written consent of the Grantee. Any easement crossing this Easement shall contain language prohibiting the easement holder from installing anything within eighteen inches of Grantee's water or sewer lines.

5. Perpetual Duration. This Easement shall be perpetual in duration, and shall not be changed, altered or amended except by a written instrument executed by Grantor and Grantee, or their respective heirs, successors or assigns.

6. Covenants of Grantor. Grantor hereby warrants and covenants that:

   6.1 Grantor is the owner of fee simple title to the Easement Property.

   6.2 Grantor has full right and lawful authority to grant and convey this Easement to Grantee.

   6.3 Grantee shall have quiet and peaceful possession, use and enjoyment of this Easement.

   6.4 Grantor does hereby fully warrant the easement title to the said Easement Property and will defend the same against the lawful claims of all persons whomsoever.

7. Remedies for Breach. Grantor and/or Grantee shall each have the right to enforce the terms of this Easement and the rights and obligations created herein by all remedies provided under the laws of the State of Florida, including, without limitation, the right to sue for compensatory damages for breach or for injunction or specific performance. In the event that it is necessary for either Grantor and/or Grantee to file suit in order to enforce the terms hereof, then the prevailing party in such suit shall be entitled to receive reasonable attorney's fees and court costs in addition to any other award that the Court might make, from the non-prevailing party.

8. Covenant Running with the Land. This Easement and all conditions and covenants set forth herein are intended and shall be construed as covenants running with the land, binding upon and insuring to the benefit of Grantor or Grantee, or equitable servitudes on the land, as the case may be, and their respective heirs, successors and/or assigns, including, without limitation, all subsequent owners of the Easement Property and all persons claiming by, through and under them.

TO HAVE AND TO HOLD unto the same forever.

IN WITNESS WHEREOF, Grantor has executed and delivered this Grant of Easement on the day and year written in the first paragraph of this Easement.

Signed, sealed and delivered
in the presence of:

Print Name: Mike Adams
Address: 435 12th St W
Bradenton, FL 34205

Print Name: James Booth
Address: 435 12th St W
Bradenton, FL 34205

By: James Goonan
Address: 3384 Peachtree Rd NE Ste 400
Atlanta, GA 30326

STATE OF FL
COUNTY OF Manatee

The foregoing instrument was acknowledged before me this 2 day of October, ~~200~~ 20__, by James Goonan, as ~~President of~~ EVP Safeguard Properties LLC, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

Notary Public
State of Florida at Large
My Commission Expires:

Chantal Deshaies
Comm.: HH 702601
Expires: Aug. 17, 2029
Notary Public - State of Florida

Exhibit "A"

SAFEGUARD SELF STORAGE
WATER MAIN EASEMENT
MIRAMAR PARK FIFTH ADDITION PB 92 PG 50
SECTION 27 TOWNSHIP 51 SOUTH RANGE 41 EAST
CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA
750 RIVIERA BLVD.



LOCATION MAP
NOT TO SCALE

SITE LOCATION

SURVEY NOTES AND QUALIFICATIONS:

1. Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper this drawing, sketch, plat or map is for informational purposes only and is not valid
2. Bearings shown hereon are relative to the plat of MIRAMAR PARK FIFTH ADDITION, PB 92, PG 50, BCR.
3. Data shown hereon was compiled from instruments of record and does not constitute a field survey as such.

LEGEND

BCR	–	BROWARD County Records
ORB	–	Official Records Book
PB	–	plat book
PG	–	page
POB	–	point of beginning
POC	–	point of commencement
PSM	–	professional surveyor and mapper
SQFT	–	square feet

PREPARED FOR:

MIKE CARTER CONSTRUCTION
435 12TH STREET W.
BRADENTON, FL 34205

SCOTT J DOUGLASS CERTIFICATE No. 4532 STATE OF FLORIDA REGISTERED LAND SURVEYOR

Scott J Douglass
Digitally signed by Scott J Douglass
Date: 2025.06.06 11:06:06 -04'00'

For the Firm:
Scott J. Douglass
Professional Surveyor & Mapper
Florida Registration No 4532

PREPARED BY:
DOUGLASS, LEAVY & ASSOCIATES INC.
PROFESSIONAL SURVEYORS & MAPPERS
7914 WILES ROAD
CORAL SPRINGS, FLORIDA 33067
OFFICE: (954) 344-7904 FAX: (954) 344-2636
Licensed Business No. 6727

REVISIONS:	Description	Date	Fb/Pg
REVISION		DATE	FB/PG

DRAWING DATA:
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fb/pg source: N/A
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Checked: SD
CADD dwg no: 22019EASE

SHEET: 1/4

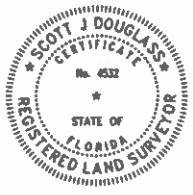
SAFEGUARD SELF STORAGE
WATER MAIN EASEMENT
MIRAMAR PARK FIFTH ADDITION PB 92 PG 50
SECTION 27 TOWNSHIP 51 SOUTH RANGE 41 EAST
CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA
750 RIVIERA BLVD.

WATER MAIN LEGAL DESCRIPTION:
PORTION OF TRACT A "MIRAMAR PARK FIFTH ADDITION" ACCORDING THE PLAT THEREOF AS RECORDED IN PLAT BOOH 92, PAGE 50 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 27 TOWNSHIP 51 SOUTH, RANGE 41 EAST THENCE N00°23'48"E ALONG THE WEST LINE OF SECTION 27 TOWNSHIP 51 SOUTH, RANGE 41 EAST A DISTANCE OF 415.00 FEET; THENCE S89°40'43"E A DISTANCE OF 20.00 FEET; THENCE N00°23'48"E A DISTANCE OF 136.33 FEET; THENCE S89°09'59"E A DISTANCE OF 56.59 FEET TO THE POINT OF BEGINNING.

THENCE S89°09'59"E A DISTANCE OF 20.00 FEET; THENCE S00°00'00"E A DISTANCE OF 11.93 FEET; THENCE N90°00'00"E A DISTANCE OF 201.39 FEET; THENCE N00°43'00"E A DISTANCE OF 63.51 FEET; THENCE S89°09'59"E A DISTANCE OF 10.00 FEET; THENCE N00°50'01"E A DISTANCE OF 42.60 FEET; THENCE S89°40'40"E A DISTANCE OF 9.98 FEET; THENCE S00°51'38"W A DISTANCE OF 105.92 FEET; THENCE S00°14'04"W A DISTANCE OF 93.56 FEET; THENCE N89°53'29"E A DISTANCE OF 13.71 FEET; THENCE N00°06'31"W A DISTANCE OF 14.68 FEET; THENCE N89°53'00"E A DISTANCE OF 20.00 FEET; THENCE S00°06'31"E A DISTANCE OF 14.69 FEET THENCE N89°53'29"E A DISTANCE OF 136.35 FEET; THENCE N00°24'22"E A DISTANCE OF 152.55 FEET; THENCE N57°03'57"E A DISTANCE OF 12.98 FEET; THENCE S29°41'05"E A DISTANCE OF 20.03 FEET; THENCE S57°03'57"W A DISTANCE OF 1.06 FEET; THENCE S00°24'22"W A DISTANCE OF 161.59 FEET; THENCE S89°53'29"W A DISTANCE OF 210.00 FEET; THENCE N00°14'04"E A DISTANCE OF 93.61 FEET; THENCE N90°00'00"W A DISTANCE OF 221.11 FEET; THENCE N00°00'00"E A DISTANCE 32.22 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF DORAL, IN SECTION 30, TOWNSHIP 53 SOUTH, RANGE 40 EAST, IN MIAMI-DADE COUNTY, FLORIDA, AND CONTAINING 15,796.7432+/- SQUARE FEET (0.363+/- ACRES).



Scott J Douglass
Digitally signed by Scott J Douglass
Date 2025.06.06 11:06:25 -04'00'

For the Firm:
Scott J. Douglass
Professional Surveyor & Mapper
Florida Registration No 4532

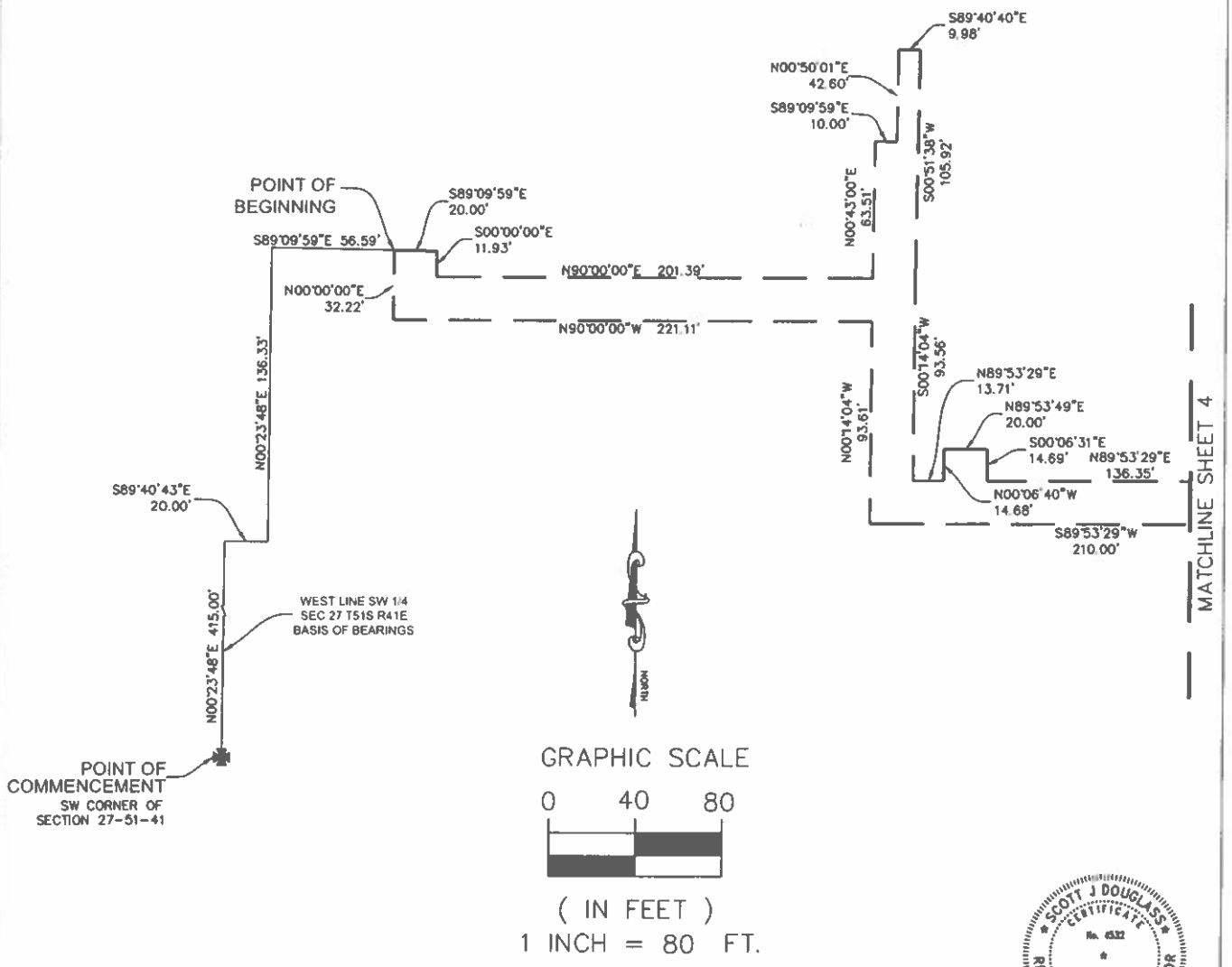
PREPARED BY:
DOUGLASS, LEAVY & ASSOCIATES INC.
PROFESSIONAL SURVEYORS & MAPPERS
7914 WILES ROAD
CORAL SPRINGS, FLORIDA 33067
OFFICE: (954) 344-7994 FAX: (954) 344-2636
Licensed Business No. 6727

REVISIONS:	Description	Date	Fb/Pg
REVISION		DATE	FB/PG

DRAWING DATA:
Drawing date: 06/06/25
fb/pg source: N/A
Drafter: MF
Checked: SD
CADD dwg no: 22019EASE

SHEET: 2/4

SAFEGUARD SELF STORAGE
WATER MAIN EASEMENT
MIRAMAR PARK FIFTH ADDITION PB 92 PG 50
SECTION 27 TOWNSHIP 51 SOUTH RANGE 41 EAST
CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA
750 RIVIERA BLVD.



SCOTT J DOUGLASS CERTIFICATE No. 4532 STATE OF FLORIDA REGISTERED LAND SURVEYOR

Scott J Douglass

Digitally signed by Scott J Douglass Date: 2025.06.06 11:06:43 -04'00'

For the Firm:

Scott J. Douglass
Professional Surveyor & Mapper
Florida Registration No 4532

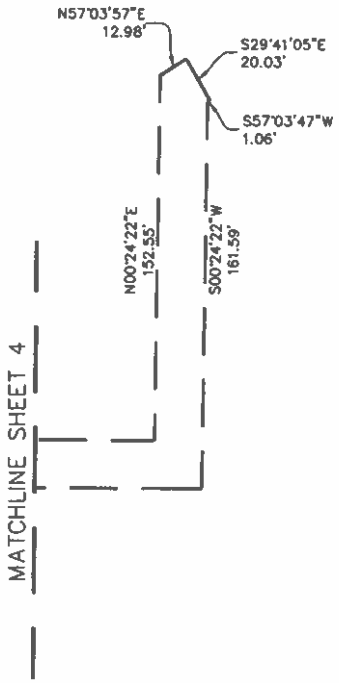
PREPARED BY:
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Licensed Business No. 6727

REVISIONS:	Description	Date	Fb/Pg
REVISION		DATE	FB/PG

DRAWING DATA:
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SHEET: 3/4

SAFEGUARD SELF STORAGE
WATER MAIN EASEMENT
MIRAMAR PARK FIFTH ADDITION PB 92 PG 50
SECTION 27 TOWNSHIP 51 SOUTH RANGE 41 EAST
CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA
750 RIVIERA BLVD.





GRAPHIC SCALE

0 40 80

(IN FEET)

1 INCH = 80 FT.

SCOTT J DOUGLASS CERTIFICATE No. 4532 STATE OF FLORIDA REGISTERED LAND SURVEYOR

Scott J Douglass Digitally signed by Scott J Douglass Date: 2025.06.06 11:07:01 -04'00'

For the Firm: _____

Scott J. Douglass
Professional Surveyor & Mapper
Florida Registration No 4532

PREPARED BY:
DOUGLASS, LEAVY & ASSOCIATES INC.
PROFESSIONAL SURVEYORS & MAPPERS
7914 WILES ROAD
CORAL SPRINGS, FLORIDA 33067
OFFICE: (954) 344-7994 FAX: (954) 344-2636
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REVISIONS:	Description	Date	Fb/Pg
REVISION		DATE	FB/PG

DRAWING DATA:
Drawing date: 06/06/25
fb/pg source: N/A
Drafter: MF
Checked: SD
CADD dwg no: 22019EASE

SHEET: 4/4

OPINION OF TITLE

Broward County Land Development Code - Section 5-189(c)(3)
Florida Statutes Chapter 177

To: CITY OF MIRAMAR

With the understanding that this Opinion of Title is furnished to the City of Miramar, a Florida Municipal Corporation, as inducement for acceptance of that certain Easement given by the below referenced owner in favor of the City of Miramar, located on the real property, hereinafter described, it is hereby certified that the following report reflects a comprehensive search of the Public Records affecting the above described property covering the period from the beginning to the 3rd day of December, 2025, at the hour of 8:00 a.m. inclusive, of the following described property:

See Exhibit "A" attached hereto and by this reference made a part hereof.

I am of the opinion that on the last mentioned dated, the fee simple title to the above-described real property was vested in:

Safeguard Properties LLC, a Louisiana limited liability company by virtue of Special Warranty Deed recorded in Official Records Book 32022, Page 835, Public Records of Broward County, Florida.

1. **RECORDED MORTGAGES (including but not limited to Assignments of Leaess, Rents and Profits and UCC-1 Financing Statements)**:

   NONE.

2. **RECORDED CONSTRUCTION LIENS, CONTRACT LIENS AND JUDGMENTS:**

   a) Notice of Commencement recorded on November 15, 2023 as Official Records Instrument No. 119230478, as amended by Amended Notice of Commencement recorded July 15, 2025 as Official Records Instrument No. 120323093.

3. **GENERAL EXCEPTIONS:**

   a. Taxes for 2025 and subsequent years and taxes or special assessments which are not shown as existing liens by the Public Records.

   b. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the subject property.

c. Easements or claims of easements not shown by the Public Records.

d. Rights or claims of parties in possession not shown by the public records.

e. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.

f. Any adverse claim to all or any part of the land which is now under water or which has previously been under water but filled or exposed through the efforts of man.

4. SPECIAL EXCEPTIONS:

1. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.

2. Restrictions and easements as shown on the plat Miramar Park Fifth Addition recorded in Plat Book 92, Page 50, as affected by Resolution No. 01-231 REVISED of the City of Miramar vacating and abandoning platted easement recorded in Official Records Book 32043, Page 1672.

3. Covenants, restrictions, terms, conditions and provisions contained in the Declaration of Covenants and Restrictions for the Fairway Business Center in Official Records Book 25086, Page 249, as amended by the First Amendment to Declaration of Covenants and Restrictions for Fairway Business Center recorded in Official Records Book 28580, Page 291.

4. Easement granted to the City of Miramar recorded in Official Records Book 27368, Page 219.

5. Easement granted to the City of Miramar recorded in Official Records Book 28833, Page 1024.

6. Easement granted to the City of Miramar recorded in Official Records Book 28833, Page 1056.

7. Easement granted to the City of Miramar recorded in Official Records Book 28833, Page 1065.

8. Non-Exclusive Drainage Easement granted to Fairway Business Center Association, Inc., a Florida not for profit corporation, recorded in Official Records Book 28848, Page 541.

9. Declaration of Exclusive Use recorded by Allan Milledge, Trustee, in Official Records Book 29463, Page 1663.

10. Non-Exclusive Underground Utility Easement granted to Fairway Business Center Association, Inc., a Florida not-for-profit corporation, recorded in Official Records Book 32022, Page 811, as assigned to the City of Miramar by Assignment of Easement Rights recorded in Official Records Book 36912, Page 1034.

11. Non-Exclusive Access Easement granted to the Fairway Business Center Association, Inc., a Florida not-for-profit corporation, recorded in Official Records Book 32022, Page 817.

12. Easement, terms, conditions and provisions as contained in Cross Access Easement Agreement by and between Safeguard Properties LLC, a Louisiana limited liability company, and Allan Milledge, Trustee, recorded in Official Records Book 32022, Page 838.

13. Declaration of Restrictions recorded by Safeguard Storage Properties, LLC, a Delaware limited liability company, recorded in Official Records Book 32647, Page 1777.

14. Easement granted to Florida Power & Light Company recorded in Official Records Book 33785, Page 95.

15. Bill of Sale conveying all water and sewer facilities to the City of Miramar recorded in Official Records Book 34636, Page 1240.

16. Easement granted to the City of Miramar recorded in Official Records Book 34636, Page 1263.

17. Option and Ground Lease dated September 14, 2015, and the easement, terms, conditions and provisions contained therein, by and between Safeguard Properties, LLC, as Lessor, and Towercom VIII, LLC, as Lessee, recorded as Official Records Instrument No. 114424893, the Lessee's interest assigned to Fengate Towers US I, LLC, a Delaware limited liability company, by Assignment and Assumption of Option and Ground Lease Agreement recorded as Official Records Instrument No. 117837938; and as affected by Supplement dated February 16, 2016 by and between Towercom VIII, L.L.C., a Florida limited liability company, as Lessor, and Verizon Wireless Personal Communications LP, a Delaware limited partnership d/b/a Verizon Wireless, as Lessee, recorded as Official Records Instrument No. 113530175.

18. Terms contained in Resolution No. 17-87 of the City Commission of the City of Miramar, Florida, recorded as Official Records Instrument No. 116702924.

19. Terms, conditions and provisions of the Service Agreement for Water and Sanitary Sewage Facilities by and between the City of Miramar and Safeguard Storage

Properties, LLC, recorded as Official Records Instrument No. 118834560.

20. Terms, conditions, covenants and provisions contained in the Revocable License Agreement to Encroach into Easement granted by the City of Miramar to Safeguard Storage Properties, LLC, recorded as Official Records Instrument No. 119254209.

21. Easement, terms, conditions and provisions as contained in Mutual Non-Exclusive Access Easement by and between Safeguard Properties LLC, a Louisiana limited liability company, and the South Broward Drainage District, a political subdivision of the State of Florida, recorded as Official Records Instrument No. 119552073, as affected by Indemnification Agreement by and between Bella Advertising, LLC and AllVision LLC and the South Broward Drainage District recorded as Official Records Instrument No. 119552074.

22. Easement granted to Florida Power & Light recorded as Official Records Instrument No. 120303365.

23. Declaration of Exclusive Use for the benefit of subject land recorded in Official Records Book 32022, Page 823.

24. Resolution No. 96-144 regarding vacation and abandonment of Utopia Drive and Biscayne Drive recorded in Official Records Book 26863, Page 579.

25. Rights of tenants occupying all or part of the insured land under unrecorded leases or rental agreements.

All of the foregoing recorded in the Public Records of Broward County, Florida.

[SIGNATURES ON FOLLOWING PAGE]

[THE REST OF THIS PAGE IS BLANK]

I HEREBY CERTIFY on this 11th day of December, 2025 that I have reviewed all the aforementioned encumbrances and exceptions and that, subject to the aforementioned General Exceptions, the terms and conditions of the Special Exceptions, none of the encumbrances and/or exceptions will restrict the use of the property for the purposes set forth in the subject easement.

Greenspoon Marder LLP

By: Mark J. Lynn, Esq.
Florida Bar No. 0085741

EXHIBIT "A"

Portions of Tracts A and D, "MIRAMAR PARK FIFTH ADDITION," according to the plat thereof as recorded in Plat Book 92, Page 50, of the Public Records of Broward County, Florida, together with portion of the right of way for West Utopia Drive, as shown on said plat, all of the above being more particularly described as follows:

Commence at the Southwest corner of Section 27, Township 51 South, Range 41 East; thence run North 00 degrees 23 minutes 48 seconds East, along the West line of the Southwest 1/4 of said Section 27, for 415.00 feet; thence South 89 degrees 40 minutes 43 seconds East, for 20.00 feet to the Point of Beginning of the following described parcel of land; thence North 00 degrees 23 minutes 48 seconds East, along a line parallel with and 20.00 feet East of, as measured at right angles to, the West line of the Southwest 1/4 of said Section 27, for 136.33 feet; thence South 89 degrees 09 minutes 59 seconds East, for 278.01 feet; thence North 00 degrees 50 minutes 01 seconds East, at right angles to the last mentioned course, for 170.05 feet, to a point of curvature; thence Northerly and Northeasterly, along a circular curve to the right, having a radius of 62.50 feet and a central angle of 42 degrees 15 minutes 25 seconds, for an arc distance of 46.10 feet, to a point of reverse curvature; thence Northeasterly and Northerly, along a circular curve to the left, having a radius of 37.50 feet and a central angle of 42 degrees 15 minutes 25 seconds, for an arc distance of 27.66 feet to a point of tangency; thence North 00 degrees 50 minutes 01 seconds East, for 8.71 feet; thence South 89 degrees 09 minutes 59 seconds East, at right angles to the last mentioned course, for 11.32 feet to a point of curvature; thence Easterly and Southeasterly, along a circular curve to the right, having a radius of 187.00 feet and a central angle of 59 degrees 29 minutes 16 seconds, for an arc distance of 194.15 feet, to a point of tangency; thence South 29 degrees 40 minutes 43 seconds East, for 206.13 feet to a point of curvature; thence Southeasterly and Easterly, along a circular curve to the left, having a radius of 225.00 feet and a central angle of 47 degrees 53 minutes 55 seconds, for an arc distance of 188.10 feet, to a point on said curve and the point of intersection with the Southerly boundary line of said plat; thence North 89 degrees 40 minutes 43 seconds West, along the Southerly boundary of Tracts D, A and the Westerly prolongation thereof, for 728.70 feet to the POINT OF BEGINNING, lying and being in the City of Miramar, Broward County, Florida.

ALTERNATE SECURITY BY CASH BOND

CASH BOND GIVEN BY Safeguard Properties LLC

TO THE CITY OF MIRAMAR, FLORIDA (the "CITY")

I. This cash bond is hereby provided in lieu of a surety obligation (the "Security") for:

(Check applicable box to indicate security)

( ) Surety Bond for Improvements

(X) Maintenance Bond for Improvements

( ) Other Bond _____

II. Each of the terms, provisions, and conditions of the above indicated Security are hereby incorporated by reference and shall be binding upon the undersigned Principal to the same extent as provided in that certain (Surety Bond for Improvements, Maintenance Bond for Improvements, Other Bond) Security in the form attached hereto as Exhibit "A", except that the Surety referenced in such form shall not be applicable, and Principal shall not have any rights otherwise provided to a Surety.

III. This Cash Bond shall be effective upon receipt by City of cash (U.S. Dollars) or cashiers check or bank clearances of other check, and execution and acceptance hereof.

Witness my hand this 19 day of September, 2025.

PRINCIPAL

James Goonan

NAME OF PRINCIPAL

3384 Peachtree Rd NE Ste 400 Atlanta,GA 30326

Address

By: _____

~~President (Signature)~~ EVP

Attest: _____

Chantal Deshaies

Name

Chantal Deshaies
Comm.: HH 702601
Expires: Aug. 17, 2029
Notary Public - State of Florida

Witnessed:

_____

_____

Accepted by City of Miramar this 12 day of December, 20 25.

_____

City of Miramar

Payment Receipt / Deposit Form:

Engineering Services – DEPT # 55

Deposit Date: 12/17/2025 Batch #:
Staff Name completing deposit (Print): Joseph Jardine
Verification / date:
Customer Name / Address: Safeguard Operations, LLC.
3384 Peachtree Road NE, Suite 400, Atlanta, GA 30326, USA
Description: Safeguard Storage Maintenance Cash Bond

Revenue

Account Name	Account #	Amount
YOUR ACCOUNT NAME	YOUR ACCOUNT NUMBER	
Miscellaneous Revenue	001-00-000-000-000-369900	
Engineering Permits	410-55-565-000-000-329100	
8% Surcharge	001-41-404-000-000-322110	
Performance Bond	001-00-000-000-000-220102	$27,280.83
Recording Fees	001-08-100-512-000-604931	
Impact Fees – Park	387-00-000-000-000-324611	
Impact Fees – Admin. Park	387-00-000-000-000-324611	
Impact Fees – Water	414-00-000-000-000-324210	
Impact Fees – Wastewater	414-00-000-000-000-324211	
Impact Fees – Water Dev.	414-00-000-000-000-324212	
Impact Fees – Wastewater Dev.	414-00-000-000-000-324213	
Developer Contribution	395-00-000-000-000-366202-52061	

Total Deposit: $27,280.83

Line A	Total Cash:	
Line B	Total checks/money orders:	
Line C	Total credit cards:	

(if a refund was given this amount will not equal Total deposit) Line D **Total revenue** (add lines A-C):

Refund

Account Name	Account #	Amount

Total refunds:

Total deposit:

Total refunds:

(This amount must be equal to the Total revenue) **Deposit minus refunds:**

City of Miramar
TOWN CENTER
2300 Civic Center Place
Miramar, FL 33025
(954)602-4357
Welcome

12/17/2025 03:10PM Alvin R.
014086-0044 000923256
Payment effective date 12/17/2025

MISCELLANEOUS
PERFORMANCE BOND
(220102)
Description: PERFORMANCE
BOND (220102)
Reference 1: SAFEGUARD
Reference 2: STORAGE
2026 220102
1 @ $27280.83
Balance due: $0.00
Balance unpaid: $0.00 $27,280.83

801-00-000-000-000-1041
00- $27,280.83
001-00-000-000-000-2201
02- $27,280.83
Payment Id: 1496954

$27,280.83

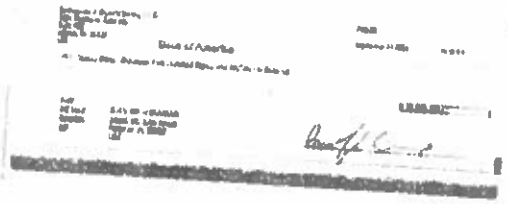
Subtotal $27,280.83
Total $27,280.83

CHECK
Check Number78025 $27,280.83

Change due $0.00

Paid by: SAFEGUARD OPERATIONS LLC

Comments: SAFEGUARD OPERATIONS LLC
CASH
BOND



Thank you for your payment

CUSTOMER COPY

LOCATION MAP



Instr# 118834560 , Page 1 of 19, Recorded 05/04/2023 at 12:10 PM
Broward County Commission
Mtg Doc Stamps: $0.00 Int Tax: $0.00

DocuSign Envelope ID: B81A28EF-3194-4414-8FB9-B12D4F32A5AF
DocuSign Envelope ID: F1C5339D-85CB-4617-A244-8125FCFFB59E

Attachment 2

5141 27 14 0091

SERVICE AGREEMENT FOR WATER AND SANITARY SEWAGE FACILITIES

FOR
Safeguard Miramar

This Service Agreement for Water and Sanitary Sewage Facilities (the "Agreement") is made and entered into this 25th day of April, 2023 by and between the City of Miramar, a municipal corporation of the State of Florida (the "City") whose address is 2300 Civic Center Place, Miramar, Florida and Safeguard Properties, LLC (the "Developer") whose address is 3384 Peachtree Rd NE, Ste 400, Atlanta, GA 30326-1106. City and Developer shall collectively be referred to in this Agreement as the "Parties".

RECITALS

I. The Developer is the owner of real property in the City of Miramar, Broward County, Florida, as more particularly shown and described in the attached Exhibit "A" (the "Property").

II. The Property is suitable for development but is presently without water and sewer facilities.

III. The City owns and operates water and sewer systems throughout the City (the "City's Systems").

IV. The Developer, at its sole cost and expense, is willing to design, construct and install the necessary water mains, valves, fire hydrants, services, firelines, sewage pumping station, force main, gravity sewer mains, manholes, extensions, laterals and other appurtenances necessary to furnish water supply and sewage disposal service to the Property.

V. The City desires to allocate water and sewer treatment plant capacity, if available, for the Property, and to provide water service from the water transmission facilities and sewage disposal service through its sewage transmission facilities in the vicinity of the Property.

VI. Both the City and the Developer recognize that water is a natural resource of limited supply that must be regulated and controlled to assure an adequate supply for all members of the public and that this natural resource must only be the subject of a reasonable beneficial use so that the quantity used is necessary for economic and efficient utilization for a purpose and in a manner that is both reasonable and consistent with the public interest.

VII. Both the Developer and the City recognize that the supply of water and the collection and disposal of sewage by the City for the Property are subject to regulation, prohibition, limitation and restriction by local, state and federal governmental agencies.

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VIII. The Developer recognizes and agrees that the City's obligations for the provision of water and for the collection and disposal of sewage for the Property are at all times subject to such governmental regulation, prohibition, limitation and restriction, and that these factors are beyond the control and responsibility of the City.

IX. The Developer recognizes and agrees that the City has existing engineering standards of construction for engineering design specifications, which may be amended from time to time and that must be complied with.

X. The City and the Developer desire to enter into this Agreement setting forth the mutual understandings and undertakings regarding the furnishing of water and sewer service for the Property.

XI. Developer has requested the reservation of 2 Equivalent Residential Connections pursuant to this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and adequacy of which the Parties acknowledge, the Parties covenant and agree as follows:

A. **Definitions.**

1. *Department* means the City's Construction and Facilities Management Department.

2. *Director* means the Director or City Engineer for the City's Engineering Services or its authorized representative.

3. *Engineering Standards* means the construction and/or design specifications established by the City's Construction and Facilities Management Department, which are existing at the time of Project detailed engineering design.

4. *Equivalent Residential Connection ("ERC")* shall have the meaning set forth in the City's Code of Ordinances.

5. *On Site Private Facilities* means all water and sewer facilities not conveyed to the City and which are not located within dedicated rights of way or City owned easement areas, including but not limited to all plumbing facilities located on private property. Ownership by the City shall terminate at the outlet side of each water meter or at the property or easement line for sewage facilities.

6. *Plans and Specifications* means the plans, specifications and any other technical data necessary for the construction of the Water and Sewage

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Facilities. The Plans and Specifications shall be prepared and certified by a Florida registered professional engineer.

7. *Water and Sewage Facilities* means all the necessary water and sewer facilities to serve the Property, including but not limited to any and all water mains, valves, fittings, fire hydrants, firelines, service connections, service lines, shutoffs, meter boxes, sewage pumping stations, force mains, gravity sewer mains, laterals, manholes, services and all appurtenances thereto necessary for a complete water and sewer system.

B. Proposed Use.

The Developer intends to construct a 51,440 Square Foot storage building on the Property for a total of 2 ERCs (the "Project").

C. Developer's Obligations.

1. Design. The Developer, at its sole cost and expense, shall be responsible for designing and preparing the Plans and Specifications in accordance with the existing or as amended Engineering Standards. The Plans and Specifications shall be approved in writing by the Director and by any other governmental entity whose approval is required. No work shall commence until the Plans and Specifications are approved in writing by the Director and a construction permit is issued.

2. Construction and Installation. The Developer, at its sole cost and expense, shall construct and install the Water and Sewage Facilities in accordance with the approved Plans and Specifications.

3. Onsite Private Facilities. The Developer, at its sole cost and expense, shall design, construct and install all Onsite Private Facilities. The Onsite Private Facilities shall be owned, operated repaired and maintained by the Developer, its successors and/or assigns, in good order and condition and in accordance with applicable City regulations. As part of the Onsite Private Facilities, Developer shall install cleanout on consumer's sewage service at the Property line or easement line in accordance with current Utility Standard Details. The City shall not be liable or responsible for any defects or repairs to the Onsite Private Facilities.

4. Inspections. The Developer, at its sole cost and expense, shall retain the services of a Florida registered professional engineer for the purposes of inspecting and supervising the construction and installation of the Water and Sewage Facilities to insure compliance with accepted civil engineering practices and the approved Plans and Specifications. Prior to conveying the Water and Sewer Facilities to the City, the engineer shall certify in writing that

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the construction and installation of the Water and Sewage Facilities comply with accepted civil engineering practices and are in substantial conformance with the approved Plans and Specifications. The City shall have the right but not the obligation to make inspections of all the construction work performed by or for the Developer under the terms of this Agreement, including both onsite and offsite facilities, and regardless of whether or not the facilities will be subsequently owned by the City. Such inspections shall not be construed to constitute any guarantee on the part of the City as to materials or workmanship, nor shall they relieve the Developer of the responsibility for the proper construction of said facilities in accordance with the requirements of the approved Plans and Specifications, nor shall the inspections, if undertaken, abrogate any warranties made by the Developer as to the quality and condition of the materials and workmanship.

5. Compliance with Applicable Laws. The work to be performed by Developer pursuant to the provisions set forth herein shall be in accordance with all requirements of the regulatory agencies that have jurisdiction over the subject matter of this Agreement, as well as all applicable federal and state Statutes, County and City ordinances. The requirements of this paragraph shall govern regardless of any errors or omissions in the approved Plans and Specifications.

6. Approvals and Permits. The Developer or its agents, at its sole cost and expense, shall be fully responsible for obtaining all required approvals from all governmental agencies and for obtaining all necessary construction permits for all the Water and Sewage Facilities contemplated in the approved Plans and Specifications.

7. Accuracy of Information. The Developer shall furnish to the City accurate information with regard to all matters under this Agreement. The Developer shall be responsible for errors or changes in the information furnished to the City under this Agreement.

8. Surety Bonds. Developer shall post a surety bond in the amount of 125% of the Engineer's estimated construction cost of the work as shown on the approved Plans and Specifications, as a guaranty that the work will be completed in accordance with the approved Plans and Specifications. The surety bond shall be posted with a surety company acceptable to the City and that is authorized to write bonds of such character and amount under the laws of the State of Florida. The attorney-in-fact or other officer who signs a bond must file with such bond a certified copy of his power of attorney authorizing him to do so. A bond must be countersigned by the surety's Florida agent. In all such bonds, the City shall be named as "Obligee." A surety company must have a Best's Key Rating Guide General Policyholder's Rating of "A" or better and a Financial Category of Class "V" or better to be acceptable to the City.

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D. Pre-construction Meeting.

Developer and/or his contractor shall arrange for and hold a pre-construction meeting with the Director or an authorized representative. Notification of said meeting shall be made in writing and received by the Parties 72 hours in advance of said meeting. The meeting shall be held at least 24 hours prior to start of each phase of construction. The meeting shall take place at the City or at a place convenient to the Director.

E. Engineers Present at Tests.

During construction and at the time when periodic inspections are required, to wit, at water and force main pressure testing, sewer lamping and at sewer exfiltration tests, the Director or his authorized representative may be present and Developer's engineer shall be present to observe and witness tests for determination of conformance to the approved Plans and Specifications. The Developer shall notify the City a minimum of 48 hours in advance of said tests so that the City may make the necessary arrangements for witnessing the test.

F. Conveyance of Water and Sewage Facilities to the City.

Upon completion and approval of the Water and Sewage Facilities contemplated herein for City ownership, the Developer shall, at no cost to the City:

1. Conveyance Documents.

1.1 Convey to the City, its successor or assigns all of the right, title and interest of the Developer in and to all Water and Sewage Facilities, free and clear of liens and encumbrances. Such conveyance shall be by Bill of Sale in a form provided by and approved by the City.

1.2 Deliver to the City a No Lien Affidavit in a form provided by and approved by the City.

1.3 Deliver to the City a Waiver and Release of Lien form all contractors, subcontractors and suppliers of materials or labor who might have acquired an interest in the Water and Sewage Facilities and/or the Property as a result of performing work, supplying materials or labor or otherwise. The Waiver and Release of Lien shall be in a form provided by and approved by the City.

1.4 Deliver to the City a Warranty on a form provided by and approved by the City warranting the Water and Sewage Facilities, the contents of

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which Warranty are described hereinafter.

1.5 Deliver to the City all original manufacturers' warranties and/or operation manuals covering the Water and Sewage Facilities.

1.6 Deliver to the City one (1) complete set of mylar as-built drawings showing all the Water and Sewage Facilities, easements and rights-of-way as located by a Florida licensed surveyor, along with two prints of the as-built drawings sealed by a Florida licensed surveyor and certified by Developer's engineer of record. The as-built drawings shall also be submitted in a digital format compatible with the City's CAD system, and approved by the Director.

1.7 Deliver to the City the T.V. inspections of the gravity sewer system performed one month before the expiration of the warranty period described in Section F 3.1 of this Agreement.

2. Easements and Warranty Deeds.

2.1 Grant to the City, its successors and assigns, a perpetual easement and/or right of way on, over, under and across those portions of the Property necessary for the construction, installation, repair, relocation and/or maintenance of the Water and Sewage Facilities. Such Grant of Easements shall be in a form provided and approved by the City and shall be accompanied by i) an Opinion of Title in a form provided and approved by the City, prepared by a Florida licensed attorney or Florida licensed title company, indicating that title to the easement property vests in the Developer and indicating all lienors and/or mortgagees having an interest on the easement property, and ii) appropriate subordinating releases and/or satisfaction from subordinate lienors and/or mortgagees having an interest in the easement property.

2.2 Convey to the City, its successors and assigns, title to the lands where lift and/or pumping stations are located. Such conveyance shall be by Warranty Deed in a form provided by and approved by the City and accompanied by i) an Opinion of Title in a form provided by and approved by the City indicating that title to the property vests in the Developer and indicating all lienors and/or mortgagees having an interest on the property, and ii) appropriate releases and/or satisfaction from lienors and/or mortgagees having an interest in the property.

3. Warranties and Bonds.

3.1 Warrant that the Water and Sewage Facilities to be owned by the City

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shall be free from any and all defects in materials and workmanship. The Developer also warrants that it shall be solely responsible for the repair of any damages to said facilities caused by persons in its employment. Said warranties shall remain in full force and effect for a period of one year from the date of final acceptance of the facilities by the City. In the event it becomes necessary to repair and/or replace any of the facilities during the initial one year period, then the warranty as to those items repaired and/or replaced shall continue to remain in effect for an additional period of one year from the date of final acceptance by the City of those repairs and/or replacements.

3.2 Simultaneous with the conveyance of the Water and Sewage Facilities, the Developer shall deliver to the City an executed surety bond meeting the requirements of Section C.8. or letter of credit acceptable to the City in an amount equal to 25% of the actual cost of construction of the Water and Sewage Facilities, guaranteeing all work pursuant to this Agreement against any and all defects in material, equipment or construction for a period of one year following the date of final acceptance of the Water and Sewage Facilities by the City.

Upon demand by the City, the Developer shall correct or cause to be corrected all such defects that are discovered within the warranty period as set forth above, failing which the City may make such repairs and/or replacements of defective work and/or materials, and the Developer and/or its surety shall be liable to the City for all costs arising therefrom.

G. <u>Final Acceptance of Water and Sewage Facilities by City</u>.

1. For the acceptance of such water and sewer facilities, the City shall act through the City Manager in those instances where the easement is related to improvements that were dedicated by plat or other instrument that had been previously approved by the City Commission, and shall act through the City Commission in all other instances.

2. The Developer agrees that following final acceptance, the Water and Sewage Facilities installed by the Developer to be owned by the City pursuant to the terms of this Agreement shall at all times remain the sole, complete and exclusive property of the City under the City's exclusive control and operation.

3. Final acceptance may be accomplished for reasonable segments of the Water and Sewage Facilities upon written approval by the Director and so long as the Developer has complied with all terms and provisions of this Agreement with respect to such segments.

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4. Prior to the issuance of the Certificate of Occupancy for the last building within this Project, the Developer shall clean the entire sanitary sewer system and shall provide the City with the T.V. inspections of the sewer system reflecting that such cleaning has been performed.

5. No Certificates of Occupancy shall be issued by the City until final acceptance of the Water and Sewage Facilities as provided for in this section.

H. **City's Obligations.**

1. The responsibility of the City to provide water and/or sewage disposal service under this Agreement shall be limited to:

1.1 The property presently owned by Developer as described in Exhibit "A" to this Agreement; and

1.2 The ERCs provided for in Section B of this Agreement.

I. **Indemnification and Hold Harmless by Developer.**

1. For ten dollars ($10.00) and other good and valuable consideration paid by the City to the Developer, receipt of which is hereby acknowledged, the Developer agrees to indemnify and hold the City harmless forever from all damages, liability, cost and expense, including reasonable attorney's fees, related to negligence of the Developer, its officers, agents and employees and from any foreseeable damage to the Water and Sewage Facilities constructed by the Developer and conveyed to the City caused by negligence of the Developer, its officers, agents and employees. Indemnification shall include costs for physical repair of the City's system.

2. For ten dollars ($10.00) and other good and valuable consideration paid to the Developer by the City, the Developer agrees to hold City harmless from any and all liability and/or damages for City's non-performance under this Agreement as a result of any ruling or order by any other governmental or regulatory agency having jurisdiction over the subject matter in this Agreement, or from any discontinuation of water and sewage services as a result of the conditions specified in Section L of this Agreement. In the event of City's non-performance under this Section, this Agreement shall be null and void and not enforceable by either party with respect to those portions of Developer's Property for which City is prevented from performance.

3. Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

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J. **Force Majeure.**

Any temporary cessation or interruption of water and/or sewer services to the Property or the performance by the City of any of the obligations or conditions herein or from exercising its rights due to or resulting from this Agreement caused by a force majeure event or necessary maintenance work, breakdown of or damages to machinery, pumps or pipelines shall not constitute a breach of this Agreement, nor shall it impose liability upon the City by the Developer, its successors or assigns. The term "force majeure" means Acts of God, strikes, lockouts, or other industrial disturbances; acts of public enemies, blockades, wars, insurrections or riots; epidemics; landslides, earthquakes, fires, storms, floods, or washouts; governmental restraints, either federal, state or county, civil or military; civil disturbances; explosions; inability of City to obtain necessary materials, supplies, labor, or permits whether due to existing or future rules, regulations, orders, laws or proclamations, either federal, state or county, civil or military, or otherwise, and other causes beyond the control of either party, whether or not specifically enumerated herein.

K. **Impact Fees.**

Developer agrees that a condition to the City providing water and/or sewer service under this Agreement is the payment of water and sewer impact fees due pursuant to any City ordinance imposing such fees as may be adopted or amended by the City. Developer shall pay water and sewer impact fees in an amount as required by Chapter 21 "Utilities", Article V "Water and Sewer Impact Fees", or any other City ordinance imposing such fees in effect on the date such water and sewer impact fees are paid. Pursuant to Section 21-195(g) of the City Code of Ordinances, if the number of ERCs for any project has been determined under Section 21-195, the Director of Construction and Facilities Management may elect to audit the accuracy of the determination in the manner set forth in Section 21-195 (g). Any audit shall be based upon actual demand during the twelve-month period within three years of issuance of the certificate of occupancy, adjusted for the percentage of actual occupancy and use during each relevant period. If the audit concludes that the actual demand exceeds the number of ERCs previously determined under Section 21-195, the developer shall pay for the additional ERCs within 30 days of receiving the audit. If the audit concludes that the actual demand is less than the number of ERCs determined under Section 21-195, the City shall reimburse the developer for the difference. If the developer fails to make additional impact fee payments required under this paragraph, the City shall have the right to place a lien on the property in accordance with Paragraph X.

L. **Conditions to Service by City.**

City's obligations to provide water and sewage services to the Property under this

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Agreement is conditioned upon and subject to:

1. Developer complying with all the terms and provisions of this Agreement and any and all applicable federal, state, county and City laws.

2. The City has entered into "Large Users Agreements" with the Cities of Hollywood and Pembroke Pines (the "Cities") and Miami Dade Water and Sewer Authority Department (the "County"), in which the Cities and the County have agreed to make future water and/or sewage treatment capacity available at the Cities' and the County's water and/or wastewater treatment plants. In the event the City cannot provide sufficient capacity, as a result of the Cities' and/or County's action, the City's sole obligation shall be to refund prepaid impact fees under Section K of this Agreement for those units for which the City is unable to provide service provided that Developer is not in default of this Agreement. Any and all fees, premium rates and/or charges imposed by the Cities and/or the County against the City under their respective agreements shall be passed along to the Developer, and the Developer by executing this Agreement agrees to pay these fees, premium rates and/or charges upon demand by the City.

3. In the event that the City cannot provide sufficient service as a result of the actions of any regulatory agency, then the City's sole obligation shall be to refund prepaid impact fees under Section K of this Agreement for those units for which the City is unable to provide capacity provided that Developer is not in default of this Agreement.

M. <u>Assignment, Conveyances or Transfers of this Agreement</u>.

The assignment, conveyance or transfer of Developer's rights and/or obligations under this Agreement shall be prohibited unless:

1. It is in writing in a form approved by the City Commission.

2. The City consents to and is a party to said assignment, conveyance or transfer and the assignee, conveyee or transferee agrees to abide by all the terms and provisions of this Agreement.

3. The Developer is not in default under this Agreement.

N. <u>Transfer or Conveyance of Developer's Property</u>.

1. In the event that Developer's Property or a portion thereof is transferred or conveyed by the Developer, the Developer shall remain liable to the City for all obligations under this Agreement unless released in writing by the City. Developer shall not be released as provided for herein if Developer is in default under this Agreement.

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2. Developer shall fully disclose this Agreement to all purchasers of the Property or portions thereof.

O. Wellfield Protection.

Developer acknowledges that the Property [is/is not] within a Broward County Protected Well Field zone of influence per Broward County Ordinance 84-60 or within an existing or proposed well field zone of influence as determined by the Director. If Property is within said zone of influence, Developer agrees to limit uses of the property to those uses that are allowed by Broward County Ordinance 84-60, as it may be amended.

P. Prohibited Hazardous Materials.

Developer acknowledges that Broward County and the City of Miramar have ordinances that prohibit discharge of hazardous materials into the sanitary sewer system. (Broward County Ordinance 86-61 and Chapter 21 of Miramar City Code). Developer agrees not to discharge hazardous materials into the sanitary sewer system as defined by Broward County Ordinance 86-61 and Chapter 21 of the Miramar City Code, as they may be amended.

Q. Notices.

All notices hereunder must be in writing and shall validly given if hand delivered as follows (or to any other address that the party to be notified may have delivered to the other party by like notices):

For the City of Miramar:

Dr. Roy L. Virgin,
City Manager
City of Miramar
2300 Civic Center Place
Miramar, FL 33025

For the Developer:

Stanley Bonilla
Safeguard Properties, LLC
3384 Peachtree Rd NE
Suite 400
Atlanta, GA 30326-1106

Notice so addressed and sent by prepaid certified mail return receipt requested, shall be deemed validly given when deposited in the United States mail.

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R. **Promulgation of Reasonable Rules of Service.**

City shall have the right to promulgate, from time to time, reasonable rules and regulations relating to the furnishing of water and sewage services to consumers within the Property encompassed by this Agreement. Such rules and regulations may relate to but are not limited to rates, deposits and connection charges and the right to discontinue services under certain conditions. Subject to paragraph L.2., the water and sewer rates to be charged by City to said customers shall be the rates now or hereafter charged to other customers within the area of service of the City's Water and Sewer System. Developer acknowledges and agrees that rates are subject to change at any time by City.

S. **Conditions on Fire Hydrant Use.**

No water from City's water distribution system shall be used or disbursed by Developer, his employees or agents, through fire hydrants or water mains, or by any person, firm, corporation or agency, public or private, unless there has first been made adequate provisions for compensating the City for such water.

T. **Exclusive Rights of City.**

1. City shall have the exclusive right to furnish water and sewage services to consumers within the Property covered by this Agreement.

2. The City is empowered to require the owner or occupant of any land within the Developer's Property to enter into a written service contract or agreement for retail water, and/or sewer service under the standard terms and conditions as promulgated by the City.

3. The City reserves the right to make full use of the water and/or sewer facilities to be owned by the City as contemplated herein to serve other customers at any time.

U. **Wells Prohibited Except for Irrigation.**

Developer, its successors and assigns, and the owners and occupants of buildings on Developer's Property, shall not install or maintain any water wells except for irrigation purposes.

V. **Prohibition Against Using City Water For Irrigation Purposes.**

Use of City water shall be prohibited for irrigation purposes.

W. **Default.**

The occurrence of any of the following during this Agreement shall constitute a

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default:

1. Developer's failure to pay when due any sums, fees, charges, costs or expenses which are payable under this Agreement;

2. Developer's failure in the performance or observance of any of the terms and conditions of this Agreement.

3. There shall be filed by or against Developer in any court or other tribunal pursuant to any governmental requirement, a petition in bankruptcy or insolvency proceedings or for reorganization or for the appointment of a receiver or trustee of all or substantially all of Developer's Property, unless such petition shall be filed against Developer's and Developer shall in good faith promptly thereafter commence and diligently prosecute any and all proceedings appropriate to secure the dismissal of such petition and shall secure such dismissal within 30 days of its filing;

4. Developer shall be adjudicated a bankrupt or an insolvent or take the benefit of any federal reorganization or composition proceeding, make an assignment for the benefit of creditors, or take the benefit of an insolvency law;

5. A trustee in bankruptcy or a receiver shall be appointed or elected or had for Developer, whether under federal or state laws; or

6. Developer's interest under this Agreement shall be sold under any execution or process of law.

In the event of Developer's default under this Agreement, the City's obligations under this Agreement shall automatically terminate.

X. **Remedies.**

Should Developer be in default of this Agreement, it is agreed that the City shall be entitled to any and all remedies under Florida law, and in addition thereto, the City shall be entitled to any or all of the following remedies:

1. Any reserved plant capacity under this Agreement may be rescinded and forfeited.

2. The site plan for the Property is voidable by Resolution of the City Commission.

3. No final inspections shall be approved by the City.

4. No Certificate of Occupancy shall be issued by City for any development of

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the Property.

5. The City shall have the right to charge interest at a rate equal to the maximum rate allowed by Florida law on any payments due to City from Developer that are not paid. The interest, when applicable, shall accrue from the due date of payment as provided in this Agreement.

6. The City shall be entitled to lien the Property and foreclose the lien in satisfaction of any payments due under this Agreement.

All remedies provided herein are cumulative.

Y. Public Records.

1. Developer agrees to keep and maintain public records in Developer's possession or control in connection with Developer's performance under this Agreement. Developer additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Developer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.

2. Upon request from the City's custodian of public records, Developer shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.

4. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of Developer shall be delivered by Developer to the City, at no cost to the City, within seven (7) days. All such records stored electronically by Developer shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, Developer shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

5. Any compensation due to Developer shall be withheld until all records are received as provided herein.

6. Developer's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

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7. **IF DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, dagibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.**

Z. Miscellaneous Provisions.

1. This Agreement constitutes the entire agreement between the parties for all matters contained herein and shall supersede all previous agreements or representations, whether oral or written, with respect to all matters contained herein. All prior agreements pertaining to any matters covered by this Agreement are canceled and declared of no force and effect.

2. If any section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

3. This Agreement shall be recorded by the City, at Developer's expense, among the Public Records of Broward County, Florida, for the particular purpose of placing all owners or occupants of Developer's Property connected to or to be connected to said water and sewer systems of City upon notice of each and every one of the provisions herein to the same extent and with the same force and effect as if said owners and occupants had joined with the parties to this Agreement in the execution thereof; and the acquisition or occupancy of real property in the Developer's Property connected to or to be connected to the water and sewer systems of the City shall be deemed conclusive evidence of the fact that the owners or occupants have consented to and accepted the Agreement herein and are bound thereby.

4. This Agreement constitutes a covenant running with the land and shall be binding on Developer, its successor or assigns as well as all future owners of the Property.

5. The headings and subheadings used throughout this Agreement are for convenience only and have no significance in the interpretation of the body of this Agreement, and the parties agree that they be disregarded in construing the provisions of this Agreement.

6. The recitals to this Agreement are true and correct and are incorporated as an integral and material part of this Agreement.

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7. The signature of any person to this Agreement shall be deemed a personal warranty by that person that he has the power and authority to bind any corporation, partnership or other business entity for which he purports to act.

8. In the event of any disputes and/or litigation arising from this Agreement, the prevailing party shall be awarded reasonable attorneys' fees and costs (including paralegals) through and including any appeals.

9. No waiver by City of any breach by Developer of any term or condition of this Agreement, and no failure by City to exercise any right or remedy with respect of any such breach, shall constitute a waiver or relinquishment for the future, or bar any right or remedy of City with respect to any other breach of such term or condition or any breach of any other term or condition of this Agreement. The receipt by City of any payments or any portion of a payment required under this Agreement shall not operate as a waiver or an accord and satisfaction of the rights of City to enforce the payment or portion of a payment then or subsequently due, to terminate this Agreement or to invoke any other appropriate remedy which City may select as provided by this Agreement or by law.

10. The City Attorney has approved the standard, pre-printed terms and conditions set forth in this Service Agreement for Water and Sanitary Sewage Facilities as to form and legal sufficiency. Accordingly, no modification of these terms and conditions shall be binding upon the City unless they are specifically endorsed and approved by the City Attorney.

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IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year indicated below:

CITY OF MIRAMAR

DocuSigned by:
6FC2075825F4418

ATTEST: By _____
Dr. Roy L. Virgin
City Manager

DocuSigned by:
Denise Gibbs
CEB81DDBCDD34DB..

4/21/2023

_____ DATED _____
Denise A. Gibbs, City Clerk
4/25/2023

Approved as to legal form and
Sufficiency for the use of and reliance
by the City of Miramar only

_____
City Attorney
Austin Pamies Norris
Weeks Powell, PLLC

DEVELOPER:

Witnesses:

_____

_____

By _____
Name: Stanley Bonilla
Title: SVP Development
Dated: 2/10/2022

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STATE OF New York)
) ss:
COUNTY OF Nassau)

Before me personally appeared Stanley Bonilla and Joseph Lyons, as Witness and Andrew Nakhjavan of Safeguard Self Storage an L.L.C. corporation, known to me to be the persons described in and who executed the foregoing Agreement and acknowledged to and before me that they executed said Agreement for the purposes therein expressed.

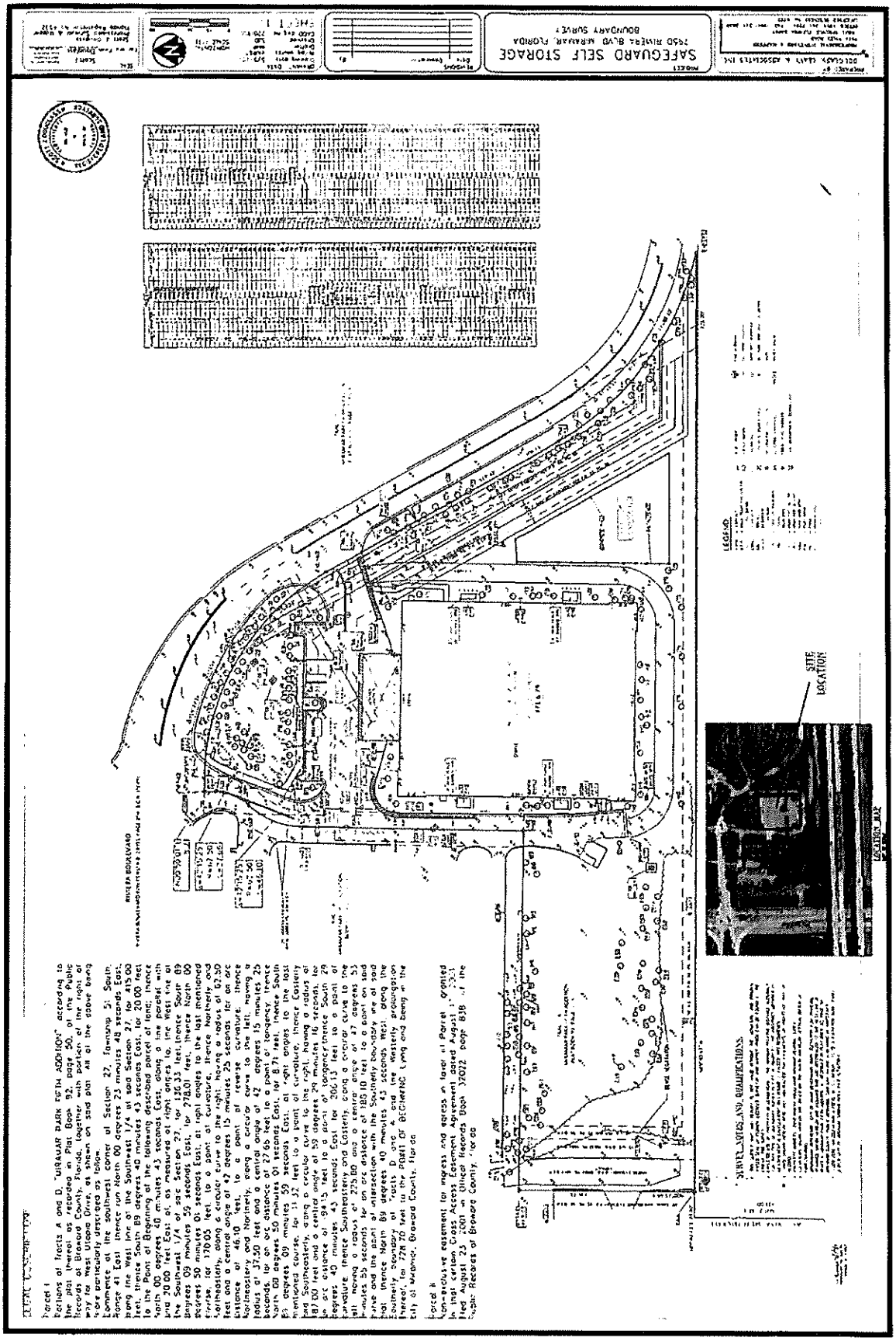
Witness my hand and official seal, this 10th day of February, 2023.

Maria L. Wexler
Notary Public
State of New York at Large

My commission expires:

MARIA L. WEXLER
Notary Public - State of New York
No. 01WE6226253
Qualified in Nassau County
My Commission Expires August 09, 2026

EXHIBIT "A"



DocuSign Envelope ID: F1C5339D-85CB-4617-A244-8125FCFFB59E

CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: February 23, 2026

Presenter's Name and Title: Salvador Zuniga, City Engineer, on behalf of Engineering and Strategic Development

Prepared By: DuSean Grant, Senior Project Engineer

Temp. Reso. Number: 8618

Item Description: Temp. Reso. No. #R8618 AUTHORIZING THE CITY MANAGER TO EXECUTE A SUPPLEMENTAL AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), RECONCILING FINANCIAL ASSISTANCE TO THE CITY FOR CONSTRUCTION AND CONSTRUCTION ENGINEERING & INSPECTION (CEI) SERVICES OF PROJECT FM # 443945.1 – MIRAMAR COMPLETE STREETS PHASE III. (City Engineer Salvador Zuniga)

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Instructions for the Office of the City Clerk: Agreement to be signed on the Dais

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ___, Florida Statutes, public notice for this item was provided as follows: on _____ in a _____ ad in the _____; by the posting the property on _____ and/or by sending mailed notice to property owners within ____ feet of the property on _____ (fill in all that apply)

Special Voting Requirement – As required by Sec. _____, of the City Code and/or Sec. ____, Florida Statutes, approval of this item requires a _____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: The LAP agreement total project cost is revised to $2,635,056.00, which is a decrease of $179,469.00 in Federal Funds under Project No. 52109. A subsequent change order will also be issued to reduce the agreement with the selected contractor by the same amount. Federal funding reduction will be applied to Expense Account No. 393-55-901-541-000-606510-52109 and revenue account 393-00-901-000-000-331491-52109.

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR8618**
  - **Exhibit A: State of Florida Department of Transportation Supplemental Agreement**
- **Attachment(s)**
  - **Attachment 1: Location Map**

CITY OF MIRAMAR
INTEROFFICE MEMORANDUM

TO: Mayor, Vice Mayor & City Commissioners

FROM: Dr. Roy L. Virgin, City Manager

BY: Salvador Zuniga, City Engineer

DATE: February 12, 2026

RE: Temp. Reso. No. 8618 authorizing the City Manager to execute a Supplemental Agreement with the State of Florida Department of Transportation (FDOT), reconciling financial assistance to the City for Construction and Construction Engineering & Inspection (CEI) services of Project FM # 443945.1 – Miramar Complete Streets Phase III

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 8618, authorizing the City Manager to execute a Supplemental Agreement with the State of Florida Department of Transportation (FDOT), reconciling financial assistance to the City for Construction and Construction Engineering & Inspection (CEI) services of Project FM # 443935.1 – Miramar Complete Streets Phase III.

ISSUE: City Commission approval is required to execute the Supplemental Agreement to the Local Agency Program (LAP) agreement with FDOT.

BACKGROUND: The Miramar Complete Streets Phase III Project was ranked and selected for funding by the Broward Metropolitan Planning Organization (MPO). The project is to be completed using the FDOT's Local Agency Program (LAP) delivery method for the Construction and CEI phases.

The Project Manager for this Project is DuSean Grant, Senior Project Engineer, Engineering and Strategic Development.

DISCUSSION: The Miramar Complete Streets Phase III Project involves improvements at the following locations:

- SW 18th Street from SW 62nd Ave to SW 60th Terr
- SW 20th Street from SW 62nd Ave to SW 61st Ave
- SW 20th Court from SW 62nd Ave to SW 61st Ave
- SW 22nd Street from SW 62nd Ave to SW 61st Ave
- SW 22nd Court from SW 62nd Ave to SW 61st Ave
- SW 23rd Street from SW 62nd Ave to SW 61st Ave
- SW 23rd Street from SW 61st Ave to SR-7
- SW 24th Street from SW 62nd Ave to SW 61st Ave
- SW 25th Street from SW 62nd Ave to SR-7
- SW 26th Street from SW 62nd Ave to SR-7
- SW 33rd Street from SW 62nd Ave to SR-7
- SW 37th Street from SW 62nd Ave to SR-7
- SW 40th Court from SW 62nd Ave to SR-7
- SW 61st Avenue from SW 19th Street to SW 25th Street

Improvements include the construction of sidewalks, installation of pedestrian light poles, and the installation of ADA-compliant ramps throughout the above locations.

The project will be delivered via the LAP delivery method, a reimbursement-based program, pursuant to the LAP agreement approved by the City Commission through Resolution 25-60, which stipulates the maximum amount of funds FDOT will contribute for eligible construction expenses. Subsequently, the City Commission approved the award of a construction contract for the project through Reso 26-14. The awarded contract bid amount will be less than the maximum FDOT's contribution stipulated in the LAP agreement, thus the LAP agreement needs to be amended with the new FDOT's contribution amounts.

ANALYSIS: The purpose of the supplemental agreement is to reconcile the LAP agreement total project costs with the Department's bid concurrence and Local Agency construction bid award. The LAP agreement total project cost is revised to $2,635,056, which is a decrease of $179,469 in Federal Funds. A subsequent change order will also be issued to reduce the agreement with the selected contractor by the same amount. The project will go into construction in FY 26.

CITY OF MIRAMAR
MIRAMAR, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A SUPPLEMENTAL AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION; RECONCILING FINANCIAL ASSISTANCE TO THE CITY FOR CONSTRUCTION, AND CONSTRUCTION ENGINEERING AND INSPECTION SERVICES OF PROJECT FM # 443945.1 - MIRAMAR COMPLETE STREETS PHASE III; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation ("FDOT") has allocated Construction and CEI funds for Project # 443945.1 – Miramar Complete Streets Phase III ("Project") on their 5-year work program; and

WHEREAS, the City of Miramar will deliver the Project in accordance with the FDOT's Local Agency Program ("LAP"); and

WHEREAS, the FDOT issued a Supplemental Agreement to reconcile the LAP agreement total project cost with the Department's bid concurrence and Local Agency construction bid award; and

WHEREAS, pursuant to the Supplemental Agreement, the LAP Agreement total cost is revised to $2,635,056.00, which represents a decrease of $179,469.00 in Federal Funds; and

WHEREAS, pursuant to the LAP Agreement the City remains committed to funding upfront costs for both Construction and CEI services to then be reimbursed on a determined frequency; and

WHEREAS, the City Manager recommends that the City Commission authorize the City Manager to execute the Supplemental Agreement with FDOT, in the form attached hereto as Exhibit "A;" and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to execute the Supplemental Agreement with FDOT, in the form attached hereto as Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That the City Manager is authorized to execute the Supplemental Agreement with FDOT, in the form attached hereto as Exhibit "A," together with such non-substantive changes as are deemed acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 3: That the appropriate City officials are authorized to do all things necessary and expedient in order to carry out the aims of this Resolution.

Section 4: That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, _____.

_____
Mayor, Wayne M. Messam

_____
Vice Mayor, Yvette Colbourne

ATTEST:

_____
City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

_____
City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

Requested by Administration	**Voted**
Commissioner Maxwell B. Chambers	_____
Commissioner Avril Cherasard	_____
Vice Mayor Yvette Colbourne	_____
Commissioner Carson Edwards	_____
Mayor Wayne M. Messam	_____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT

SUPPLEMENTAL NO.
1

FEDERAL ID NO. (FAIN)
D424-112-B

CONTRACT NO.
G3A35

FEDERAL AWARD DATE
3/6/2025

FPN
443945-1-58-01

RECIPIENT UNIQUE ENTITY ID SAM NO.
FE3ARGWPMAA3

Recipient, City of Miramar, desires to supplement the original Agreement entered into and executed on March 25, 2025 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

PROJECT DESCRIPTION

Name Miramar Complete Streets Phase 3 Length 2.599

Termini SW 18th St from SW 62nd Ave to SR-7, SW 20th St from SW 62nd Ave to SW 61st Ave, SW 20th Ct from SW 62nd Ave to SW 61st Ave, SW 22nd St from SW 62nd Ave to SW 61st Ave, SW 22nd Ct from SW 62nd Ave to SW 61st Ave, SW 23rd St from SW 62nd Ave to SW 61st Ave, SW 24th St from SW 62nd Ave to Sw 61st Ave, SW 23rd St from Sw 62nd Ave to SR-7, SW 25th St from SW 62nd Ave to SR-7, SW 26th St from SW 62nd Ave to SR-7, SW 33rd St from SW 62nd Ave to SR-7, SW 37th St from SW 62nd Ave to SR-7, SW 40th Ct from SW 62nd Ave to SR-7, SW 61st Ave from SW 19th St to SW 25th St

Description of Work:
Construction of approximately 12,500 linear feet new 5-foot sidewalks along the north side of the street. New sidewalk to connect to existing sidewalks. Reconstruction of residential driveways to match sidewalks. Construction of new ADA ramps. Construction of new crosswalks at controlled intersections. Installation of pedestrian lighting along the north side of the street. Regrade swales to match sidewalks.

Reason for Supplement and supporting engineering and/or cost analysis:
The purpose of this Supplemental Agreement is to reconcile the LAP agreement total project cost with the Department's bid concurrence and Local Agency construction bid award. The LAP agreement total project cost is revised to $2,635,056.00, which is a decrease of $179,469.00 in Federal Funds. Refer to Exhibit "B" attached hereto and made apart hereof which replaces Exhibit "B" that is to the Original Agreement.

LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT

ADJUSTED EXHIBIT "B" SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: Salvador Zuniga, P.E., City Engineer
City of Miramar
2200 Civic Center Place
Miramar, FL 33025

FINANCIAL PROJECT NUMBER: 443945-1-58-01

PHASE OF WORK By Fiscal Year	FUNDING					
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL LOCAL FUNDS	(5) TOTAL STATE FUNDS	(6) TOTAL FEDERAL FUNDS
Design						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
Total Design Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Right-of-Way						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
Total Right-of-Way Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction						
FY: 25 (Transportation Alternative)	$2,206,976.00	($179,469.00)	$2,027,507.00			$2,027,507.00
FY: 25 (Local Funds)	$319,380.00		$319,380.00	$319,380.00		
FY: (Insert Program Name)						
Total Construction Cost	$2,526,356.00	($179,469.00)	$2,346,887.00	$319,380.00	$ 0.00	$2,027,507.00
Construction Engineering and Inspection (CEI)						
FY: 25 (Transportation Alternative)	$288,169.00		$288,169.00			$288,169.00
FY: (Insert Program Name)						
FY: (Insert Program Name)						
Total CEI Cost	$288,169.00	$ 0.00	$288,169.00	$ 0.00	$ 0.00	$288,169.00
(Insert Phase)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
Total Phase Costs	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
TOTAL COST OF THE PROJECT	$2,814,525.00	($179,469.00)	$2,635,056.00	$319,380.00	$ 0.00	$2,315,676.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Landy Ductan
District Grant Manager Name

Signature

Date

IN WITNESS WHEREOF, the parties have executed this Agreement on the date last ascribed herein.

RECIPIENT City of Miramar

By: See Additional Page Below

Name:

Title:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____

Name: John P. Krane, P.E.

Title: Director of Transportation Development

Date: _____

Legal Review:

_____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year provided below.

CITY OF MIRAMAR, FLORIDA

By:_ Dr. Roy Virgin, City Manager
ATTEST:

_____
Denise A Gibbs, City Clerk

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Miramar only:

By_____
Austin Pamies Norris Weeks Powell, PLLC
City Attorney

DEPARTMENT

ATTEST:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

_____
Executive Secretary
(SEAL)

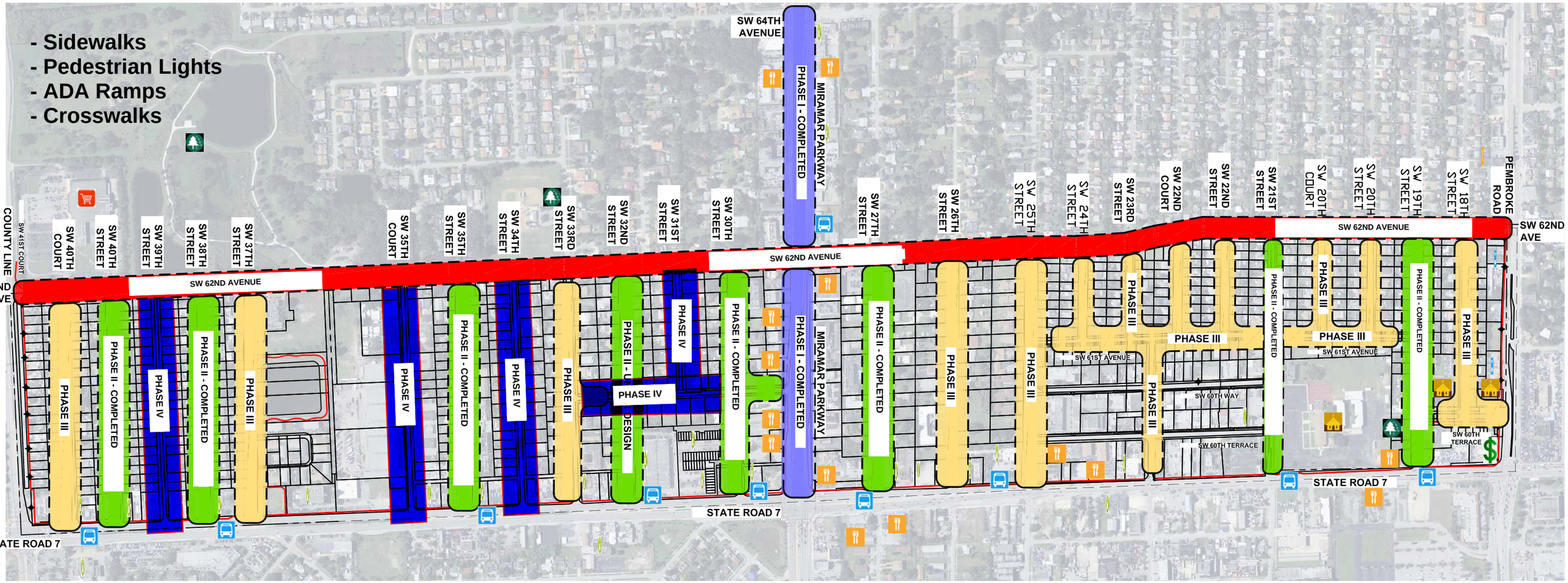
By:_____
Transportation Development Director

_____day of_____, 20____

Approval:

_____
Office of the General Counsel (Date)

- Sidewalks
- Pedestrian Lights
- ADA Ramps
- Crosswalks



PHASE PLAN LEGEND	
	PHASE III - UNDER DESIGN
	PHASE II - COMPLETED
	PHASE I - COMPLETED
	PHASE IV - PROPOSED
	OTHER MPO COMPLETED PROJECT

LEGEND	SYMBOL
EXISTING BUS STOP	
EXISTING PARK	
EXISTING RESTAURANT	
EXISTING RETAIL	
EXISTING GROCERY STORE	
EXISTING BANK / ATM	
EXISTING CHURCH	

NORTH

GRAPHIC SCALE IN FEET
0 125 250 500

CITY OF MIRAMAR
CONSTRUCTION AND FACILITIES MANAGEMENT DEPARTMENT

HISTORIC MIRAMAR COMPLETE STREETS
PHASE - III

LOCATION MAP

CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: February 23, 2026

Presenter's Name and Title: Salvador Zuniga, City Engineer, on behalf of Engineering and Strategic Development

Prepared By: DuSean Grant, Senior Project Engineer

Temp. Reso. Number: 8617

Item Description: Temp. Reso. No. #R8617 AUTHORIZING THE CITY MANAGER TO EXECUTE A LOCAL AGENCY PROGRAM (LAP) AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) AND PROVIDING FINANCIAL ASSISTANCE TO THE CITY FOR CONSTRUCTION AND CONSTRUCTION ENGINEERING & INSPECTION (CEI) SERVICES OF PROJECT FM # 443977.1 – MIRAMAR COMPLETE STREETS PHASE IV. (City Engineer Salvador Zuniga)

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Instructions for the Office of the City Clerk: : Agreement to be signed on the Dais

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ___, Florida Statutes, public notice for this item was provided as follows: on _____ in a _____ ad in the _____; by the posting the property on _____ and/or by sending mailed notice to property owners within ____ feet of the property on _____ (fill in all that apply)

Special Voting Requirement – As required by Sec. _____, of the City Code and/or Sec. ____, Florida Statutes, approval of this item requires a _____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: Total Federal funding reimbursable amount: $1,217,292.00 will be applied to Account No. 393-00-901-000-000-331491-52113 (Transportation Alt. Prog-TAP), 393-55-901-541-000-606502-52113 ($136,818.00) -CIP-Plan/Design/Eng., and 393-55-901-541-000-606510-52113 ($1,080,474.00) - CIP-Construction. Matching funds of $547,210.00 a Multi-Year Project, to be charged to Account No. 385-55-800-541-000-606520-52113 (CIP-Contingency) in the amount of $100,000.00 in FY26 and $447,210.00 in FY 27. Grant accounts and budget allocation will be available in MUNIS upon grant agreement execution in Fund 393 (Grant CIP Fund) Project No. 52113 – Miramar Complete Streets Phase IV. Expenditures of these grant funds will be eligible for reimbursement on a quarterly frequency, pursuant to the Local Agency Program Grant Agreement.

Content:

- **Agenda Item Memo from the City Manager to City Commission**

- **Resolution TR8617**
    - **Exhibit A: State of Florida Department of Transportation Local Agency Program Agreement**
- **Attachment(s)**
    - **Attachment 1: Location Map**

CITY OF MIRAMAR
INTEROFFICE MEMORANDUM

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Dr. Roy L. Virgin, City Manager

BY: Salvador Zuniga, City Engineer

DATE: February 12, 2026

RE: Temp. Reso. No. 8617 authorizing the City Manager to execute a Local Agency Program (LAP) Agreement with the State of Florida Department of Transportation (FDOT) and providing financial assistance to the City for Construction and Construction Engineering & Inspection (CEI) services of Project FM # 443977.1 – Miramar Complete Streets Phase IV

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 8617, authorizing the City Manager to execute a Local Agency Program (LAP) Agreement with the State of Florida Department of Transportation (FDOT) and providing financial assistance to the City for Construction and Construction Engineering & Inspection (CEI) services of Project FM # 443977.1 – Miramar Complete Streets Phase IV.

ISSUE: City Commission approval is required to enter into the LAP agreement with FDOT.

BACKGROUND: The Broward Metropolitan Planning Organization (MPO) provides grant funding for small local transportation projects that improve the safety and mobility for all transportation users in Broward. The competitive grant program can fund projects such as, but not limited to, complete streets projects, traffic calming and intersection improvements, ADA upgrades, mobility hubs, bus shelters, bike racks, and technology advancements such as transit signal priority and traffic control devices.

The Miramar Complete Streets Phase IV Project was ranked and selected for funding by the Broward MPO. The project is to be completed using the FDOT's Local Agency Program (LAP) delivery method for the Construction and CEI phases.

The Project Manager for this Project is DuSean Grant, Senior Project Engineer, Engineering and Strategic Development.

DISCUSSION: The Miramar Complete Streets Phase IV Project involves improvements at the following locations:

- SW 31st Street from SW 61st Ave to SW 62nd Ave
- SW 61st Ave from SW 30th Street to SW 33rd Street
- SW 34th Street from SW 62nd Ave to SR-7
- SW 39th Street from SW 62nd Ave to SR-7
- SW 35th Court from SW 62nd Ave to SR-7

Improvements include the construction of sidewalks, installation of pedestrian light poles and ADA compliant ramps throughout the above locations.

The project will be delivered via the LAP delivery method, which is a reimbursement-based program. The City Commission approved Reso 21-47 in support of the project and committed to fund upfront costs for Design, Construction, and Construction Engineering and Inspection (CEI) services, to be reimbursed on a determined frequency pursuant to a LAP agreement for each corresponding phase. The execution of this LAP Agreement is for the Construction and CEI phases.

ANALYSIS: FDOT will reimburse costs for eligible Construction and CEI items, except for non-eligible items and contingencies, on a quarterly basis as per the LAP agreement. The estimated total cost for both phases, including local funding commitments (for non-eligible items) and contingencies, is $1,764,502. FDOT will reimburse the City up to a maximum amount of $1,217,292. The remaining balance of $547,210 is to account for any local funding commitments and contingencies. The City has allocated a total of $1,425,834 in the FY26 Capital Improvement Program (CIP) Project No. 52113 - Miramar Complete Streets Phase IV, to start covering upfront costs for both Construction and CEI. The project will go into construction in FY 26, so if any additional funds are needed in excess of what's been allocated already, it will be requested during FY 27.

CITY OF MIRAMAR
MIRAMAR, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A LOCAL AGENCY PROGRAM AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND PROVIDING FINANCIAL ASSISTANCE TO THE CITY FOR CONSTRUCTION, AND CONSTRUCTION ENGINEERING & INSPECTION (CEI) SERVICES OF PROJECT FM # 443977.1 - MIRAMAR COMPLETE STREETS PHASE IV; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation ("FDOT") has allocated Construction and CEI funds for Project # 443977.1 – Miramar Complete Streets Phase IV ("Project") on their 5-year work program; and

WHEREAS, the City of Miramar will deliver the Project in accordance with the FDOT's Local Agency Program ("LAP"); and

WHEREAS, the City must enter into a LAP Agreement with FDOT for the funding participation and delivery of the Construction and CEI phases of the Project; and

WHEREAS, pursuant to the LAP Agreement the City commits to funding upfront costs for both Construction and CEI services to then be reimbursed on a determined frequency; and

WHEREAS, pursuant to the LAP Agreement the FDOT will reimburse up to a maximum amount of $1,217,292; and

WHEREAS, pursuant to the LAP Agreement the City agrees to bear all expenses in excess of the total reimbursable sum committed to by the FDOT; and

WHEREAS, the City Manager recommends that the City Commission authorize the City Manager to execute the LAP Agreement with FDOT, in the form attached hereto as Exhibit "A;" and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to execute the LAP Agreement with FDOT, in the form attached hereto as Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That the City Manager is authorized to execute the LAP Agreement with FDOT, in the form attached hereto as Exhibit "A," together with such non-substantive changes as are deemed acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 3: That the appropriate City officials are authorized to do all things necessary and expedient in order to carry out the aims of this Resolution.

Section 4: That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, _____.

_____
Mayor, Wayne M. Messam

_____
Vice Mayor, Yvette Colbourne

ATTEST:

_____
City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

_____
City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

Requested by Administration	**Voted**
Commissioner Maxwell B. Chambers	_____
Commissioner Avril Cherasard	_____
Vice Mayor Yvette Colbourne	_____
Commissioner Carson Edwards	_____
Mayor Wayne M. Messam	_____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

LOCAL AGENCY PROGRAM AGREEMENT

FPN: 443977-1-58-01	FPN: 443977-1-68-01	FPN:
Federal No (FAIN): D425-094-B	Federal No (FAIN): D425-094-B	Federal No (FAIN):
Federal Award Date:	Federal Award Date:	Federal Award Date:
Fund:	Fund:	Fund:
Org Code: 550543010404	Org Code: 550543010404	Org Code:
FLAIR Approp:	FLAIR Approp:	FLAIR Approp:
FLAIR Obj:	FLAIR Obj:	FLAIR Obj:

County No:86 Contract No:
Recipient Vendor No: F596019762024 Recipient Unique Entity ID (UEI) No: FE3ARGWPMAA3

Assistance Listing Number (ALN): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____, by and between the State of Florida Department of Transportation, an agency
(This date to be entered by DOT only)
of the State of Florida ("Department"), and City of Miramar ("Recipient").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in City of Miramar's Complete Streets Phase IV, as further described in **Exhibit "A",** Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of Agreement:** The Recipient agrees to complete the Project on or before December 31st, 2027. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.

4. **Project Cost:**

   a. The estimated cost of the Project is $ 1,586,930.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $1,217,292.00 and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.

   c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;

iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.

b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

d. If the Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions.**

e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F",** Contract Payment Requirements.

f. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

g. Payment shall only be made after receipt and approval of goods and services unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of

contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under Exhibit "H", to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H", Alternative Advance Payment Financial Provisions**. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

h. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to ***Section 55.03(1), F.S.***, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

i. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

j. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.

k. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

n. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;

b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;

d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or

e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

ii. Maintains familiarity of day to day Project operations, including Project safety issues;

iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.

b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.

c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I",** State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.

d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.

e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.

f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.

g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer ("CFO"), or State of Florida Auditor General.

b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "E"** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).

iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
5. Withhold further federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

9. Termination or Suspension of Project:

The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G",** FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.

d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally

delivered projects. Defect management and supervision of LAP project structures components must be proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.

b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C",** Title VI Assurances in all contracts

with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.

c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

h. In accordance with Section 787.06(13), Florida Statutes, the Recipient must verify its contractors or subcontractors are not engaged in coercion for labor or services.

15. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The

Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☒ shall not

☐ N/A

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance 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).

b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.

j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

m. The Recipient shall:

i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and

ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

p. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

a. **Exhibits "A"**, **"B"**, **"C", "D"**, **"E", "F" and "H"** are attached to and incorporated into this Agreement.

b. ☒ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.

c. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

e. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L",** Landscape Maintenance, is attached and incorporated into this Agreement.

f. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.

g. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.

h. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.

i. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: _____

j. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
Exhibit C: Title VI Assurances
Exhibit D: Recipient Resolution
Exhibit E: Federal Financial Assistance (Single Audit Act)
Exhibit F: Contract Payment Requirements
* Exhibit G: FHWA Form 1273
Exhibit H: Alternative Advance Payment Financial Provisions
* Exhibit I: State Funds Addendum
* Exhibit J: State Financial Assistance (Florida Single Audit Act)
* Exhibit K: Advance Project Reimbursement
* Exhibit L: Landscape Maintenance
* Exhibit M: Roadway Lighting Maintenance
* Exhibit N: Traffic Signal Maintenance
* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s):

*** Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT City of Miramar

By: See additional page below

Name: Dr. Roy Virgin
Title: City Manager

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: John P. Krane, P.E.
Title: Director of Transportation Development

Legal Review:

_____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year provided below.

CITY OF MIRAMAR, FLORIDA

By:_ Dr. Roy Virgin, City Manager
ATTEST:

_____
Denise A Gibbs, City Clerk

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Miramar only:

By_____
Austin Pamies Norris Weeks Powell, PLLC
City Attorney

DEPARTMENT

ATTEST:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

_____
Executive Secretary
(SEAL)

By:_____
Transportation Development Director

_____day of_____, 20____

Approval:

_____
Office of the General Counsel (Date)

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 443977-1-58/68-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

City of Miramar (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 1.376

Roadway ID #86900227	BMP 0.000 to EMP 0.235
Roadway ID #86900256	BMP 0.000 to EMP 0.136
Roadway ID #86900257	BMP 0.000 to EMP 0.255
Roadway ID #86900258	BMP 0.000 to EMP 0.250
Roadway ID #86900259	BMP 0.000 to EMP 0.249
Roadway ID #86900386	BMP 0.000 to EMP 0.251

PROJECT DESCRIPTION: The scope of this project includes the construction of new sidewalks, ADA ramps at street intersections, and pedestrian level lighting along the streets within the project area.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Study to be completed by N/A
b) Design to be completed by N/A
c) Right-of-Way requirements identified and provided to the Department by N/A
d) Right-of-Way to be certified by 10/17/2025
e) Construction contract to be let by 7/29/2026
f) Construction to be completed by 12/31/2027

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
City of Miramar 2200 Civic Center Place Miramar, FL 33025	443977-1-58/68-01

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Design Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Right-of-Way Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction- Phase 58				
FY: (Surface Transportation Program)	$ 1,450,112.00	$ 369,638.00	$ _____	$ 1,080,474.00
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Construction Cost	$ 1,450,112.00	$ 369,638.00	$ 0.00	$ 1,080,474.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: (Surface Transportation Program)	$ 136,818.00	$ _____	$ _____	$ 136,818.00
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total CEI Cost	$ 136,818.00	$ 0.00	$ 0.00	$ 136,818.00
(Insert Phase)				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Phase Costs	$ 0.00	$ 0.00	$ 0.00	$ 0.00
TOTAL COST OF THE PROJECT	$ 1,586,930.00	$ 369,638.00	$ 0.00	$ 1,217,292.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Landy Ductan
District Grant Manager Name

Signature Date

EXHIBIT C

TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

(1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") ***Title 49, Code of Federal Regulations, Part 21,*** as they may be amended from time to time, (hereinafter referred to as the ***REGULATIONS***), which are herein incorporated by reference and made a part of this contract.

(2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by ***Section 21.5*** of the ***REGULATIONS,*** including employment practices when the contract covers a program set forth in ***Appendix B*** of the ***REGULATIONS.***

(3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the ***REGULATIONS*** relative to nondiscrimination on the basis of race, color, national origin, or sex.

(4.) **Information and Reports:** The contractor shall provide all information and reports required by the ***REGULATIONS*** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such ***REGULATIONS,*** orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation,* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the contractor under the contract until the contractor complies, and/or
b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the ***REGULATIONS,*** or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation,* and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities**: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT E

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

ALN No.:	20.205
ALN Title:	Highway Planning and Construction Federal-Aid Highway Program, Federal Lands Highway Program
ALN Program Site:	**https://sam.gov/fal/a122e57ebdd94c6b95d87450afeda1aa/view**
Award Amount:	**$1,217,292.00**
Awarding Agency:	Florida Department of Transportation
Award is for R&D:	No
Indirect Cost Rate:	N/A

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
http://uscode.house.gov/browse/prelim@title23&edition=prelim

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse/prelim@title49&edition=prelim

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the “Bipartisan Infrastructure Law”)
https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf

Federal Highway Administration – Florida Division
http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
https://www.fsrs.gov/

EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

EXHIBIT G

FHWA FORM 1273
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – COMPLIANCE WITH FHWA 1273.

The FHWA-1273 version dated October 23, 2023 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address:
http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol.gov*, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees 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 Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT H

ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS

If payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes:

1. The invoiced amount to the Department for contractor(s) and consultant(s) cannot exceed the amount of the invoice received from the Recipient's contractor(s) or consultant(s).

2. All of the Recipient's costs must have been incurred and paid prior to the date of the invoice.

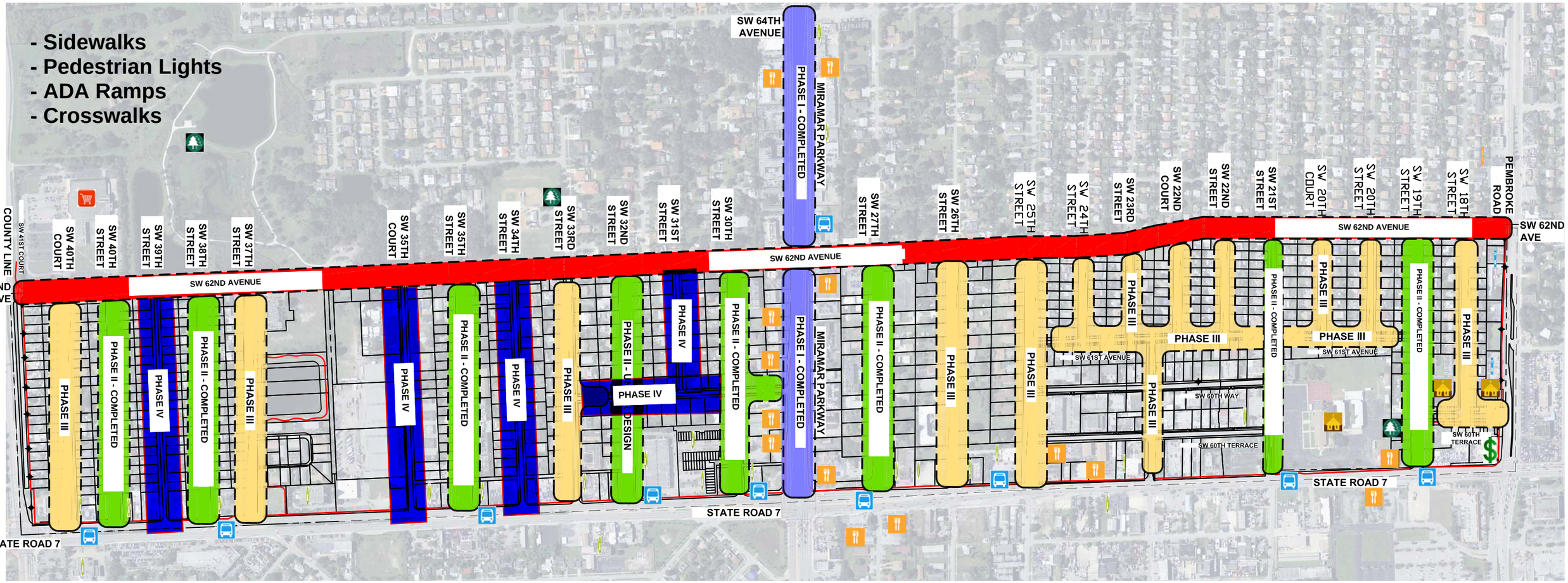
3. All invoices received from the Recipient shall clearly separate the cost of the contractor(s) or consultant(s) from the Recipient's costs billed to the Department.

4. All invoices submitted to the Department must provide complete documentation, including a copy of the contractor's or consultant's invoice(s), to substantiate the cost on the invoice.

5. The Recipient must certify on each invoice that the costs from the contractor(s) or consultant(s) are valid and have been incurred by the contractor(s) or consultant(s).

6. Each monthly invoice subsequent to the first invoice from the Recipient must contain a statement from the Recipient that the previous month's cost incurred by the contractor(s) or consultant(s) has been paid by the Recipient to the contractor(s) or consultant(s).

- Sidewalks
- Pedestrian Lights
- ADA Ramps
- Crosswalks



PHASE PLAN LEGEND	
	PHASE III - UNDER DESIGN
	PHASE II - COMPLETED
	PHASE I - COMPLETED
	PHASE IV - PROPOSED
	OTHER MPO COMPLETED PROJECT

LEGEND	SYMBOL
EXISTING BUS STOP	
EXISTING PARK	
EXISTING RESTAURANT	
EXISTING RETAIL	
EXISTING GROCERY STORE	
EXISTING BANK / ATM	
EXISTING CHURCH	

NORTH

GRAPHIC SCALE IN FEET
0 125 250 500

CITY OF MIRAMAR
CONSTRUCTION AND FACILITIES MANAGEMENT DEPARTMENT

HISTORIC MIRAMAR COMPLETE STREETS PHASE - IV

LOCATION MAP

CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: February 23, 2026

Presenter's Name and Title: Jerry Logan, IT Network Manager on behalf of the IT Department

Prepared By: Jerry Logan, IT Network Manager

Temp. Reso. Number: 8623

Item Description: Temp. Reso. #R8623 APPROVING THE RENEWAL OF CITY PHONE TELECOMMUNICATION SERVICES FROM GRANITE TELECOMMUNICATIONS, LLC, IN AN AMOUNT OF $130,000, FOR FISCAL YEAR 2026 THROUGH THE UTILIZATION OF NCPA CONTRACT # 01-99, AND CELLULAR TELECOMMUNICATION SERVICES FROM VERIZON IN AN AMOUNT OF $197,000 FOR FISCAL YEAR 2026, UTILIZING THE STATE OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICES AGREEMENT NO. DMS 19/20-006C; AUTHORIZING THE CITY MANAGER TO EXECUTE AN APPROPRIATE AGREEMENT. (JERRY LOGAN, IT NETWORK MANAGER ON BEHALF OF THE IT DEPARTMENT)

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Instructions for the Office of the City Clerk: None.

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ___, Florida Statutes, public notice for this item was provided as follows: on _____ in a _____ ad in the _____; by the posting the property on _____ and/or by sending mailed notice to property owners within ____ feet of the property on _____ (fill in all that apply)

Special Voting Requirement – As required by Sec. _____, of the City Code and/or Sec. ____, Florida Statutes, approval of this item requires a _____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: Funding for FY26 in the amount of $197,000 is available in account: 504-58-581-516-000-604106 entitled Cellular Services, and $130,000 is available in account: 504-58-581-516-000-604100 entitled Communications Services.

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR8623**
- **Attachment(s)**
  - **Attachment 1: State of Florida DMS 19/20-006C Contract Link**
  - **Attachment 2: NCPA Contract # 01-99**

CITY OF MIRAMAR
INTEROFFICE MEMORANDUM

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Dr. Roy L. Virgin, City Manager

BY: Clayton D. Jenkins, Director of Information Technology

DATE: February 12, 2026

RE: Temp. Reso. No. 8623 approving the Renewal of Citywide Telecommunication Services from Granite and Verizon

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RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 8623 for the renewal of City phone telecommunication services from Granite in an amount not to exceed $130,000, and cellular communication services from Verizon in an amount not to exceed $197,000, for a total not to exceed $327,000 for FY26, utilizing the NCPA contract #01-99, and the State of Florida Department of Management Services Agreement No. DMS 19/20-006C.

ISSUE: City Commission approval of these expenditures is required because the expenditures exceed the annual $75,000 per-vendor limit.

BACKGROUND: Telecommunications services are vital to the City's operations, providing Voice Over IP (VOIP) phone services and connectivity for elevators and alarm lines in various City buildings. Additionally, the City utilizes cellular services, such as voice and data services, to maintain effective communication. Employees are assigned mobile devices to facilitate efficient departmental functions, enabling them to serve residents and citizens effectively.

The City currently piggybacks pricing from NCPA contract #01-99 for the VOIP telecommunication services renewal with Granite, and the State of Florida Department of Management Services Agreement, DMS 19/20-006C for cellular telecommunication services with Verizon, which offers competitive rates for different types of mobile devices such as cell phones, MiFi, tablets, and air cards for voice and data communications.

Currently, the majority of the City's cellular services are provided by Verizon. Most of the City's cellular accounts are assigned to Public Safety (Police and Fire) department personnel to provide voice and data connections in vehicles and to staff when in the field.

DISCUSSION: The State of Florida Agreement and the NCPA contract provide the City with pre-negotiated service rates as well as pre-negotiated equipment costs. The City currently procures VOIP phone services from Granite, and has over 500 mobile devices (Cell Phones, MiFi, Tablets, and Air Cards, etc.) under contract with Verizon. T-Mobile & AT&T FirstNet. These devices and services are essential for City employees to carry out various departmental functions in a timely and efficient manner to serve the residents and citizens.

Cost Breakdown:

SERVICE PROVIDER	CONTRACT	AMOUNT
Granite	NCPA contract #01-99	$130,000
Verizon	State of Florida DMS 19/20-006C	$197,000

ANALYSIS: Funding in the amount of $197,000 is available in account: 504-58-581-516-000-604106 entitled Cellular Services and $130,000 is available in account 504-58-581-516-000-604100 entitled Communications Services for FY26

Temp. Reso. No. 8623
1/20/26
2/10/26

CITY OF MIRAMAR
MIRAMAR, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE RENEWAL OF CITY PHONE TELECOMMUNICATION SERVICES FROM GRANITE TELECOMMUNICATIONS, LLC, IN AN AMOUNT OF $130,000, FOR FISCAL YEAR 2026 THROUGH THE UTILIZATION OF NCPA CONTRACT # 01-99, AND CELLULAR TELECOMMUNICATION SERVICES FROM VERIZON IN AN AMOUNT OF $197,000 FOR FISCAL YEAR 2026, UTILIZING THE STATE OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICES AGREEMENT NO. DMS 19/20-006C; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City utilizes telecommunication services, such as Voiceover Internet Protocol ("VOIP") phone services, data and cell phone services to maintain effective communications to carry out department functions in an efficient manner; and

WHEREAS, the City piggybacks the NCPA Contract # 01-99 and the State of Florida Department of Management Service Agreement No. DMS 19/20-006C ("State of Florida Agreement"), which offers competitive rates from different providers for different types of mobile devices such as cellphones, MiFi, tablets, and air cards for data internet connection; and

WHEREAS, the services and rates under the State of Florida Agreement are valid through August 24, 2026; and

WHEREAS, the renewal of City phone telecommunication services from Granite is estimated not to exceed $130,000, and cellular communication services from Verizon is estimated not to exceed $197,000 for a total amount not-to-exceed $327,000 for FY26; and

WHEREAS, pursuant to City Code Section 2-412(a)(2), City Commission approval is required for purchases from the same person or entity exceeding $75,000 in a single fiscal year; and

WHEREAS, the City Manager recommends approval of the renewal of City phone telecommunication services from Granite, and cellular communication services from Verizon, for a total amount not-to-exceed $327,000 for FY26; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve the renewal of City phone telecommunication services from Granite, and cellular communication services from Verizon, for a total amount not to exceed $327,000 for FY26.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That the City Commission approves the renewal of City phone telecommunication services from Granite is estimated not to exceed $130,000, and cellular communication services from Verizon is estimated not to exceed $197,000 for a total amount not-to-exceed $327,000 for FY26.

Section 3: That the appropriate City Officials are authorized to do all things necessary and expedient in order to carry out the aims of this Resolution.

Temp. Reso. No. 8623
1/20/26
2/10/26

PASSED AND ADOPTED this _____ day of _____, _____.

_____
Mayor, Wayne M. Messam

_____
Vice Mayor, Yvette Colbourne

ATTEST:

_____
City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

_____
City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

Requested by Administration	**Voted**
Commissioner Maxwell B. Chambers	_____
Commissioner Avril Cherasard	_____
Vice Mayor Yvette Colbourne	_____
Commissioner Carson Edwards	_____
Mayor Wayne M. Messam	_____

DEFINITIONS:

Access Discount: Government Subscribers are eligible for a 23% access discount on qualified plans and features where noted.

Accessory Discount. Government Subscribers are eligible to receive a 25% discount from the retail price of qualifying accessories.

Discount Eligible Data Feature(s): Any generally available Verizon Wireless data feature with a monthly access fee of $24.99 or higher, added to an Eligible Calling Plan, that does not prohibit discounts.

Discount Eligible Plan(s): Any generally available Verizon Wireless voice, data or M2M plan with a monthly access fee of $34.99 or higher that does not prohibit discounts.

Early Termination Fees ("ETF"): ETFs are waived for Government Subscribers.

Equipment: Wireless telephones, data modems and similar devices and ancillary accessories used in conjunction with Wireless Service.

Government Subscriber: An employee of Customer utilizing Wireless Service whose account is set up in Customer's name and for which Customer bears payment responsibility.

Machine to Machine Service ("M2M Service"): M2M refers to use of the Wireless Service for the transmission of data between wireless devices and computer servers or other machines, or between select wireless devices, with limited or no manual intervention or supervision.

M2M Line(s): An individual line of M2M Service used under this Pricing and Equipment Proposal which is set up in Customer's name and for which Customer bears responsibility.

Network Speeds on the Verizon Wireless Network (4G LTE): Uploads: 2-5 Mbps and Downloads: 5-12 Mbps

Plans, Features, Rates and Charges: The voice, data or M2M plan and any options, features or applications that are selected by the Customer determine the applicable rates, charges, allowance of minutes or megabytes and Wireless Service coverage area for each line. Some plans may have restrictions on the type of Equipment that can be activated on them. Information about retail plans, options, features, and applications (*i.e.*, those that Verizon Wireless makes generally available to consumers or business customers) and their terms and conditions may be obtained at Verizon

Wireless stores, on verizonwireless.com or from Verizon Wireless business sales representatives. The voice, data or M2M plan monthly access fees and non-promotional allowance of minutes and/or megabytes for each line will not change during the Line Term as long as Customer does not change plans on that line. As detailed in the contract, rates, charges and fees, listed in Pricing Index may be changed following the formal Amendment process Verizon Wireless may discontinue any retail plans, options, features and applications for new activations without notice. If Customer changes or upgrades Equipment, Verizon Wireless may require it to change to a then-current plan that is compatible with the changed or upgraded Equipment. Customer may not activate Equipment purchase at a discount from Verizon Wireless on M2M Lines. Government discounts and pricing may not be available to purchases made through agents or at retail store locations.

Subsidized Equipment: Equipment purchased at Verizon Wireless government matrix and/or government promotional price. Subsidized Equipment must be active for 24 months or more before being eligible to be upgraded. In the event a Customer purchases a subsidized device and the Customer terminates services early, or moves to a lesser price plan or disconnects the devices from the Contractor's network within twenty-four (24) months of the device activation, the Contractor may bill the Customer for the unpaid portion of the subsidized amount of the device.

Term of Lines ("Line Term"): The term for each line (the "Line Term") begins on the date Wireless Service is activated for that line and continues for the period required by the calling plan or Equipment selected for that line (usually 2 years). Line Term extensions are required when Customer: (a) takes advantage of promotions or services that require a Line Term extension; or (b) purchases or upgrades Equipment except for ancillary accessories used in conjunction with Wireless Service. When the Line Term expires, Wireless Service continues on a month-to-month basis. Activation fees are waived for Government Subscribers on voice and data plans and for M2M Lines.

ThingSpace Manage: ThingSpace Manage ("ThingSpace") provides Customer with the ability to remotely monitor and manage its M2M/IoT devices. If Customer desires to access and use ThingSpace, it must so request in writing, and Verizon Wireless shall provision ThingSpace on Customer's account. Applicable rates and charges, if any, shall be set forth in this Addendum. ThingSpace set-up time is estimated to take four to six weeks. The rights granted to Customer herein for access to and use of ThingSpace are specific to Customer and may not be transferred to another party without Verizon Wireless' prior written consent. Verizon Wireless retains full and exclusive ownership of all intellectual property rights associated with the ThingSpace including any alterations, modifications, improvements and derivative works thereof.

Legacy Pricing. All custom plans and features excluding machine-to-machine plans existing under the Agreement prior to the Effective Date of the Agreement ("Legacy Plans"), shall be retired and will no longer be available for new line activations, lines changing plans or lines upgrading Equipment. Verizon Wireless will allow Customer's existing Government Subscribers who are currently on such Legacy Plans to continue at the pricing, terms and conditions contained in such Legacy Plans until the Government Subscriber either changes plans or upgrades Equipment.

Wireless Service: Each and every radio service provided directly or indirectly by Verizon Wireless.

Equipment Pricing (NEW)		
		Description
		One (1) Basic voice device at no charge on rate plans with a monthly access fee of $14.99 or higher per 24 months/ per line. Make and model at Verizon Wireless sole discretion, subject to availability.
		SOFL Approved Government Equipment Matrix devices. Verizon Wireless Government 10K 2yr matrix pricing only.
		All devices shall include an AC charger at no additional cost with the initial purchase. Additional or replacement AC chargers may be purchased
		Enterprise Network Extender at 25% off retail. 25% discount applies to the non-discounted, full retail price only of qualifying equipment.
Notes: Verizon Wireless reserves the right to add or discontinue models. Equipment is subject to availability. Verizon Wireless' Government Equipment Matrix is updated at a minimum quarterly based upon equipment availability, changes in technology, and market conditions. Not eligible for any other promotional pricing offers. Equipment becomes eligible for upgrade after 24 months in service.		

Accessory Discount
Government Subscribers are eligible to receive a 25% discount from the non-discounted, retail price of qualifying accessories.

Employee Discount Supplement

Individual-Liable Service Pricing Discount	
Category	**% Discount**
Equipment	0
Services	19
Accessories	25*
Activation Fees	Waived

*Individual-Liable Subscribers are eligible to receive a 25% discount from the non-discounted, retail price of qualifying accessories.

- These plans aren't eligible for discounts through this program:
  - Unlimited consumer data plans (e.g., 5G Get More, 5G Do More, 5G Play More, 5G Start, Get More Unlimited*, Do More Unlimited* , Play More Unlimited*, Above Unlimited*, etc.)
  - Prepaid plans, already discounted plans and promotional plans

- Please contact your local Verizon representative, visit a local Verizon store or go to: www.verizon.com/discounts

Voice Plans:

Custom State of Florida 4G Nationwide Voice Per Minute Calling Plan for Basic Phones Government Subscribers Only This plan reflects the monthly access fee discount. No additional discounts apply.	
Monthly Access Fee	$0.00 (86680)
Domestic Anytime Voice Minutes Allowance	0
Voice Usage Rate	$0.049 per minute
600 Nationwide Night and Weekend Minutes	Included (72711)
600 Nationwide Mobile to Mobile Minutes	Included (82587)
Domestic Long Distance and Domestic Roaming	Included
Domestic Data Sent or Received[1]	Per data package
Optional Features	
200 Domestic Text, Picture, and Video Messages	$0.00 - 200 messages per month (80245) Overage rates per message: Text $0.02/ Picture and Video $0.05
4G Push to Talk Plus[2]	$10.00 additional per line (81815)

Notes: Current coverage details can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. Lines activating on this plan must be on 4G LTE basic phones only.

[1]4G basic phones have data blocked until a data package is selected.

[2]Push to Talk Plus is only available in the United States and can only be used with a 4G PTT Plus-compatible device.

State of Florida 4G Nationwide Basic Phone Push to Talk Plus Only Plan Government Subscribers Only The plan below reflects the monthly access fee discount. No additional discounts apply.	
Monthly Access Fee	$10.00 (94976)
Push to Talk Plus[1]	Unlimited
Monthly Voice Minutes[2]	None
Voice Usage Rate	$0.049 per minute
Data Usage Rate[3]	Per data package

Notes: Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Current coverage details can be found at www.verizonwireless.com. Usage outside the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. Lines activating on this plan must be on 4G Basic Phones.

[1]Push to Talk Plus is only available in the United States and can only be used with a 4G Push to Talk Plus-compatible device.

[2]If the voice block feature is removed, there will be a $0.049 per minute charge for non-PTT Plus voice calls. Domestic long distance is included.

[3]The 4G Basic phones have data blocked until a data package is selected.

State of Florida 4G Nationwide Voice Share Plans for Basic Phones Only Government Subscribers Only The plans below reflect the monthly access fee discount. No additional discounts apply.		
Monthly Access Fee	$14.99 (52084)	$29.99 (52093)
Monthly Anytime Voice Minutes (shared)[1]	200	500
Voice Overage Rate	$0.06 per minute	
Mobile to Mobile Minutes	Unlimited	
Night and Weekend Minutes	Unlimited	
Domestic Long Distance	Included	
Data Sent or Received[2]	Per data package	
Optional Features		

Unlimited Domestic Messaging (Text, Picture, Video)	$10.00 per line (75659)
500 Domestic Text, Picture, and Video Messages	$0.00 - 500 messages per month (86986) Overage rates per message: Incoming Text $0.02/ Outgoing Text $0.10 / Picture and Video $0.25
4G Push To Talk Plus[3]	$2.00 per line (81174)

Notes: Current coverage details can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. Lines activating on these plans must be on 4G LTE Basic phones.

[1]Voice minutes can share with Nationwide voice and/or voice and data bundle plans that are eligible for sharing. Voice block may be added to these plans to accommodate PTT+ only.

[2]The 4G Basic phones have data blocked until a data package is selected.

[3]Push to Talk Plus is only available in the United States and can only be used with a 4G PTT Plus-compatible device.

Profile Share Voice Sharing: At the end of each bill cycle, any unused voice allowances for lines sharing across multiple accounts will be applied proportionally to all lines with overages.

4G Nationwide Push to Talk Plus Only Plan

Government Subscribers Only

The plan below reflects the monthly access fee discount. No additional discounts apply.

Monthly Access Fee	$19.99 (94244/92857)
Monthly Push to Talk Plus[1]	Unlimited
Monthly Voice Minutes[2]	None
Data Usage Rate[3]	Per data package

Notes: Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Current coverage details can be found at www.verizonwireless.com. Usage outside the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international.

[1]Push to Talk Plus is only available in the United States and can only be used with a 5G or 4G Push to Talk Plus-compatible device.

[2]Subscribers on this plan cannot place or receive voice calls other than to 611 or 911 (these calls may be placed anywhere in the domestic Verizon Wireless coverage area). If the voice block feature is removed, there will be a $0.25 per minute charge for voice calls.

[3]Smartphones require a data package; 4G Basic phones have data blocked until a data package is selected.

State of Florida 4G Nationwide Voice Share Plans for Smartphones Only Government Subscribers Only The plans below reflect the monthly access fee discount. No additional discounts apply.		
Monthly Access Fee	$14.99 (52219)	$29.99 (52327)
Monthly Anytime Voice Minutes (shared)[1]	200	500
Voice Overage Rate	$0.06 per minute	
Mobile to Mobile Minutes	Unlimited	
Night and Weekend Minutes	Unlimited	
Unlimited Domestic Messaging (Text, Picture, Video)	Included	
Domestic Long Distance	Included	
Data Sent or Received[2]	Per data package	
Optional Features		
4G Push to Talk Plus (PTT+)[3]	$2.00 per line (81129/81174)	

Notes: Current coverage details can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. Lines activating on these plans must be on 5G Nationwide smartphones or 4G LTE smartphones.

[1]Voice minutes can share with Nationwide voice and/or voice and data bundle plans that are eligible for sharing. Voice block may be added to these plans to accommodate PTT+ only.

[2]Smartphones require a data package be selected.

[3]Push to Talk Plus is only available in the United States and can only be used with a 4G PTT Plus-compatible device.

Profile Share Voice Sharing: At the end of each bill cycle, any unused voice allowances for lines sharing across multiple accounts will be applied proportionally to all lines with overages.

Custom State of Florida 4G Nationwide Voice Plans for Smartphones Government Subscribers Only The plans below reflect the monthly access fee discount. No additional discounts apply.		
Monthly Access Fee	$25.75 (86195)	$36.05 (86196)
Monthly Anytime Voice Minutes Allowance	250	600
Voice Overage Rate	$0.052 per minute	
Nationwide Mobile to Mobile Minutes	Unlimited	
Nationwide Night and Weekend Minutes	Unlimited	
Unlimited Domestic Messaging (Text, Picture, Video)	Included	
Domestic Long Distance and Domestic Roaming	Included	
Data Sent or Received[1]	Per data package	
Optional Feature		
4G Push to Talk Plus (PTT+)[2]	$0.00 per line (81814/81295)	

Notes: Current coverage details can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. Lines activating on these plans must be on 5G Nationwide smartphones or 4G LTE smartphones.

[1]Smartphones require a data package be selected.

[2]Push to Talk Plus is only available in the United States and can only be used with a 4G PTT Plus-compatible device.

Voice & Data Plans:

Flexible Business Plans for Basic Phones and Smartphones The plans below reflect the monthly access fee discount. No additional discounts apply.						
	Basic Phones[1]	**Smartphones**				
Monthly Access Fee	$35.00 (92731)	$65.00 (92732)	$75.00 (92736)	$85.00 (92737)	$95.00 (92738)	$105.00 (92740)
Monthly Access Fee less discount	$26.95	$50.05	$57.75	$65.45	$73.15	$80.85
Shared Data Allowance	100 MB	2 GB	4 GB	6 GB	8 GB	10 GB
Data Overage Rate	$10.00 per GB					
Mobile Hotspot[2]	Included					
Monthly Anytime Minutes	Unlimited					
Domestic Roaming and Long Distance Charges	Included					
Domestic and International Messaging[3]	Unlimited					

Notes: These are generally available retail plans, and are subject to change without notice. Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. Lines activating on these plans must be on 5G Nationwide or 4G LTE basic phones, or 5G Nationwide or 4G LTE smartphones.

[1]Basic phones may only be added to an account with at least one (1) Smartphone (bill account level.)

[2]Mobile Hotspot is available on all capable devices and allows a line to share its data allowance with multiple Wi-Fi enabled devices.

[3]Unlimited Messaging from within the United States to anywhere in the world where messaging services are available. For other messaging rates go to www.verizonwireless.com.

Data Sharing: Lines activated on these plans can only share with other lines on these plans and with lines on the Flexible Business Plans for Data Devices. At the end of each billing cycle, any unused data allowances will be applied to the overages of other lines sharing on the same account, beginning with the line with the lowest overage.

State of Florida Contract No: DMS-19/20-006

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4G/5G Custom Verizon Wireless Unlimited Smartphone Plan for Public Sector Government Subscribers Only The plan below reflects the monthly access fee discount. No additional discounts apply.	
Monthly Access Fee	$36.99
Plan #	61576
Data Allowance[1,2]	Unlimited
Mobile Hotspot[3]	Unlimited
Monthly Anytime Minutes	Unlimited
Domestic, Canada & Mexico Long Distance Toll Free[4]	Included
Domestic and International Messaging Allowance[5]	Unlimited
Optional Features	
TravelPass International Service[6]	$5.00 daily rate (SPO 1115)

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Ultra Wideband (UWB) network, 5G Nationwide® network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G UWB network. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. Lines activating on this plan must be on 5G UWB-compatible, 5G Nationwide, or 4G LTE smartphones.

[1]After 22 GB of data usage on a line during any billing cycle, usage may be prioritized behind other customers in the event of 4G LTE and 5G Nationwide network service area congestion.

[2]A 5G device is required to receive 5G UWB service.

To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 480p while in 4G LTE and 5G Nationwide network service areas; and, will apply video streaming up to 4K while in 5G UWB network service areas.

[3]Mobile Hotspot is available on all capable devices and allows the line to share data allowance with multiple Wi-Fi enabled devices. If the 4G LTE and 5G Nationwide Mobile Hotspot domestic data usage exceeds 10 GB on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds to up to 600 Kbps for additional domestic mobile hotspot usage for the remainder of the then-current billing cycle for the line that exceeds the data usage.

[4]Includes domestic toll-free calling and toll-free calling from the United States to Canada and Mexico.

[5]Unlimited messaging from within the United States to anywhere in the world where messaging services are available. For other messaging rates go to www.verizonwireless.com.

[6]The optional TravelPass International Service feature extends the plan voice, messaging, and data allowances into Canada and Mexico at no additional cost. A $5.00 daily rate will apply when used in all other Rest of World TravelPass countries. For data usage in Canada and Mexico and all Rest of World TravelPass countries, after the first 5 GB of usage in a day, throughput speeds for additional usage will be reduced for the remainder of the day. Verizon Wireless will terminate a line if more than half of the usage over three consecutive billing cycles is outside of the United States, following 30 days' notice to Customer. For eligible countries, non-TravelPass country rates, and additional information, go to www.verizonwireless.com/international.

*** A brief service outage and device reboot may be required in order for the new service plan to take effect. Verizon Wireless may proactively contact Customers to facilitate a plan migration.**

Wireless Data/Mobile Broadband Plans:

Custom 4G Mobile Broadband Share Plans for Tablets Government Subscribers Only These plans reflect the monthly access charge discount. No additional discounts apply.					
Monthly Access Fee	$10.00 (99775)	$18.00 (31781)	$22.00 (36656)	$35.00 (36659)	$50.00 (36660)
Data Allowance (Shared)	250 MB	1 GB	2 GB	5 GB	10 GB
Data Overage Rate	$9.97 per GB				

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. Lines activating on these plans must be on 5G Nationwide or 4G LTE tablets.

Account Share Data Sharing: At the end of each billing cycle, any unused data allowances on lines will be applied to the overages of other lines on the same account, beginning with the line with the lowest overage.

Custom State of Florida Mobile Broadband Data Plans* The calling plans below reflect the monthly access charge discount. No additional discounts apply.				
SOFL Plan Number	Monthly Access Charge Per Line	Domestic Data Allowance	Overage Rate	Unlimited Domestic SMS and MMS Messaging
(86226)	$20.60	500MB	$0.00849 per MB	Included
(86227)	$25.75	1,000MB		
(52330)	$36.05	Unlimited*	N/A	
(53937)	$36.05	Unlimited*	N/A	

Notes: See attached Plan and Feature Details for important information about calling plans, features and options. Overage Rate applies after allowance. Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, Verizon's 5G Nationwide® network is a separate network from Verizon's 5G Ultra Wideband network. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. Lines activating on these plans must be on 5G Nationwide or 4G mobile broadband devices.

*Verizon Wireless will limit the data throughput speeds should 25 GB of data usage be reached in any given billing cycle on any line. Data throughput speeds for additional usage will be limited for the remainder of the then-current bill cycle for the line(s) that exceed the 25 GB high-speed data usage threshold. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB with prior written notice.

Price Plan 52330 is used with Jetpack, USB, Tablet and other miscellaneous eligible data devices.
Price Plan 53937 is used for most routers and permitted stationary devices.

Public Sector Mobile Broadband Share Plans: Government Subscribers Only

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Public Sector Mobile Broadband	5 Gigabytes	10 Gigabytes	20 Gigabytes
Monthly Access Charge	$34.99 (90237)	$59.99 (90240)	$99.99 (90241)
Shared Domestic Data Allowance	5GB	10GB	20GB
Overage Per Gigabyte	$8.00 Per Gigabyte		

Note: This plan is available for domestic data only devices, on the Verizon Wireless network only.

Data Sharing: At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Plan changes may not take effect until the billing cycle following the change request. New activations on these service plans require 4G LTE devices. The 5GB, 10GB, and 20GB Public Sector Mobile Broadband Plans are able to share with each other.

Flexible Business Plans for Data Devices

Government Subscribers Only
The plans below reflect the monthly access fee discount. No additional discounts apply.

	Connected Devices	Connected Devices, Tablets, Netbooks, Notebooks	Connected Devices, Tablets, Netbooks, Notebooks, Jetpacks, USBs, Mobile Broadband Devices				
Monthly Access Fee	$5.00 (92739)	$10.00 (92741)	$35.00 (92742)	$45.00 (92744)	$55.00 (92745)	$65.00 (92746)	$75.00 (92747)
Monthly Access Fee Less Discount	$5.00	$10.00	$26.95	$34.65	$42.35	$50.05	$57.75
Shared Data Allowance	1 MB	100 MB	2 GB	4 GB	6 GB	8 GB	10 GB
Data Overage Rate	$10.00 per GB						

Notes: These are generally available retail plans, and are subject to change without notice. Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. Lines activating on these plans must be on 5G Nationwide or 4G LTE data devices as listed above.

Data Sharing: These plans only share with other lines on these plans and with lines on the Flexible Business Plans for Basic and Smartphones. At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Plan changes may not take effect until the billing cycle following the change request.

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Flexible Business Plans for Data Devices - Connected Device / Internet with Voice

Government Subscribers Only
The plans below reflect the monthly access fee discount. No additional discounts apply.

	Connected Devices*	Broadband Routers				
Monthly Access Fee	$5.00 (94532)	$65.00 (94495)	$75.00 (94496)	$85.00 (94497)	$95.00 (94500)	$105.00 (94504)
Monthly Access Fee Less Discount	$5.00	$50.05	$57.75	$65.45	$73.15	$80.85
Shared Data Allowance	1 MB	2 GB	4 GB	6 GB	8 GB	10 GB
Domestic Data Overage Rate	$10.00 per GB					

Custom Nationwide "Keep Active" Mobile Broadband Plan[1]

Government Election Lines Only

This plan is NOT eligible for monthly access fee discounts.

Monthly Access Fee	$0.35 (59889)
Data Allowance[1]	0 MB
Data Rate (Sent or Received)	$6.00 per MB

Notes: Current coverage details can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Lines activating on this plan must be on 5G Nationwide or 4G LTE mobile broadband devices.

[1]Throughput speeds on the Custom Nationwide "Keep Active" Mobile Broadband Plan will be limited to up to 200 Kbps throughout the duration of each billing cycle.

The Government Subscriber's existing Line Term or Line Term extension will not decrement in any manner while a device is active on this plan. Government Subscribers are responsible for migrating lines from this plan to one that meets their usage requirements. Government Subscribers will be responsible for all charges incurred under this plan, including any data sent and received charges.

Share Option is not included on this Custom Nationwide "Keep Active" Mobile Broadband Plan.

A maximum of 2,000 Mobile Broadband Lines per profile can be activated on this Custom Nationwide "Keep Alive" Mobile Broadband Plan at a time. Voice calling usage is prohibited for lines activated on this Custom Nationwide "Keep Alive" Mobile Broadband Flat Rate Plan. Verizon Wireless reserves the right to migrate Government Subscriber Lines that do not comply with the terms of use for this plan to then-current commercial pricing.

Proof that the wireless lines of service on this rate plan are being used in conjunction with limited time election activities may be required.

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Custom Flat Rate Mobile Broadband - Government

Government Subscribers Only
This plan is not eligible for monthly access fee discounts.

Monthly Access Fee	$34.99 (99716)
Domestic Data Allowance[1]	Unlimited

Notes: Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network.

[1]Throughput speeds on the Custom Flat Rate Mobile Broadband will be limited up to 600kbps throughout the duration of each billing cycle while on the Verizon Wireless 5G Nationwide and 4G LTE networks only. Data speeds are not guaranteed while on Extended or roaming partner networks. Devices utilized in conjunction with the Custom Flat Rate Mobile Broadband plan are limited to mobile (non-stationary) applications. Dedicated internet connections on stationary router devices and streaming video on stationary video surveillance cameras are expressly prohibited on this plan.

Custom Mobile Broadband Plan II– Government

Government Subscribers Only
This plan is not eligible for monthly access fee discounts.

Monthly Access Fee	$44.99 (99717)
Domestic Data Allowance[1]	Unlimited

Notes: Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network.

Verizon Wireless will limit throughput of data speeds should 30GB of data be used within a given bill cycle. Devices utilized in conjunction with the Custom Mobile Broadband Plan II are limited to mobile (non-stationary) applications. Data speeds are not guaranteed while on Extended or roaming partner networks. Dedicated internet connections on stationary router devices and streaming video on stationary video surveillance cameras are expressly prohibited on this plan.

5G Plans:

Business Unlimited Plus Data Device Plan[1] Government Subscribers Only This plan is NOT eligible for monthly access fee discounts.	
Monthly Access Fee	$45.00 (53537)
4G and 5G Ultra Wideband Data Allowance including Mobile Hotspot[2,3]	Unlimited

Notes: This is a generally available retail plan, and is subject to change without notice. Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Ultra Wideband (UWB) network, 5G Nationwide® network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G UWB network. Lines activating on this plan must be on a 5G or 4G mobile broadband data device, including jetpacks, USBs/air cards, netbooks, and notebooks. A 5G device is required to receive 5G UWB service.

[1]Subscribers on this plan cannot place or receive voice calls other than to 611 or 911 (these calls may be placed anywhere in the domestic Verizon Wireless coverage area). If the voice block feature is removed, there will be a $0.25 per minute charge for voice calls.

[2]If the combined 4G and 5G data usage exceeds 60 GB of domestic data usage on any line in any given billing cycle, usage may be prioritized behind other customers in the event of 4G and 5G Nationwide network area congestion. And, Verizon Wireless will limit the data throughput speeds to up to 600 Kbps for additional usage while on the 4G and 5G Nationwide network, and up to 3 Mbps when on the 5G UWB network for the remainder of the then-current billing cycle for the line that exceeds the data usage.

For data usage in Canada and Mexico, after the first 2 GB of usage in a day, throughput speeds for additional usage will be reduced for the remainder of the day. Usage outside of the United States requires a 5G or 4G LTE GSM/UMTS global-capable device.

[3]Mobile Hotspot is available on all capable devices and allows the line to share data allowance with multiple Wi-Fi enabled devices.

To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 720p while on the 4G LTE and 5G Nationwide networks, and will apply video streaming up to 4K when on the 5G UWB network.

72169

Plan 53537 is eligible to use Travel Pass SPO1255. Please visit verizonwireless.com/international for rates and destinations, which are subject to change without notice.

Business Unlimited Tablet Pro Plan Government Subscribers Only This plan is NOT eligible for monthly access fee discounts.	
Monthly Access Fee	$40.00 (52599)
Data Allowance[1]	Unlimited
5G Ultra Wideband Data Allowance	Unlimited
Mobile Hotspot[2]	Unlimited

Notes: This is a generally available retail plan, and is subject to change without notice. Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Ultra Wideband (UWB) network, 5G Nationwide® network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G UWB network. Lines activating on this plan must be on a 5G or 4G LTE tablet.

[1]This plan includes the United States, Canada, and Mexico for voice, messaging, and data. After 35 GB of data usage on a line during any billing cycle, usage may be prioritized behind other customers in the event of 4G LTE and 5G Nationwide network service area congestion. A 5G device is required to receive 5G UWB service. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 1080p while in 4G LTE and 5G Nationwide network service areas, and will apply video streaming up to 4K when in 5G UWB network service areas. For data usage in Canada and Mexico, after the first 2 GB of usage in a day, throughput speeds for additional usage will be reduced for the remainder of the day. Usage outside of the United States requires a 5G or 4G LTE GSM/UMTS global-capable device.

[2]Mobile hotspot is available on all capable devices and allows the line to share its data allowance with multiple Wi-Fi enabled devices. If the combined 4G and 5G mobile hotspot data usage exceeds 15 GB on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds to up to 600 Kbps for additional usage while in 4G LTE and 5G Nationwide network service areas, and will apply up to 3 Mbps when in 5G UWB network service areas for the remainder of the then-current billing cycle for the line that exceeds the data usage.

72515

***Standard Plan 52599 is eligible to use Standard Travel Pass SPO 1255. Please visit verizonwireless.com/international for rates and destinations, which are subject to change without notice. ***

Government 5G UWB Unlimited Tablet Plan[1] Government Subscribers Only This plan is not eligible for monthly access fee discounts.	
Monthly Access Fee	$20.00
4G LTE and 5G Ultra Wideband Data Allowance[2]	Unlimited
Mobile Hotspot[3]	Unlimited
Plan #	70989

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide® network, 5G Ultra Wideband (UWB) network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Lines activating on this plan must be on a 5G tablet device. A 5G device is required to receive 5G Ultra Wideband service.

[1]Government Subscribers on this plan cannot place or receive voice calls other than to 611 or 911 (these calls may be placed anywhere in the domestic Verizon Wireless coverage area). If the voice block feature is removed, there will be a $0.25 per minute charge for voice calls.

[2]If the combined 4G and 5G data usage exceeds 35 GB of domestic data usage on any line in any given billing cycle, usage may be prioritized behind other customers in the event of 4G LTE and 5G Nationwide network area congestion. To maximize high-speed data use for business applications, video applications will stream at up to 1080p while in 4G LTE and 5G Nationwide network service areas, and will apply video streaming up to 4K while in 5G UWB network service areas.

[3]Mobile hotspot is available on all capable devices and allows the line to share its data allowance with multiple Wi-Fi enabled devices. If the combined 4G and 5G mobile hotspot data usage exceeds 15 GB on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds to up to 600 Kbps for additional usage while in 4G LTE and 5G Nationwide network service areas, and will apply up to 3 Mbps while in 5G UWB network service areas for the remainder of the then-current billing cycle for the line that exceeds the data usage.

Government 5G UWB Unlimited Connected Laptop Plan[1] Government Subscribers Only This plan is not eligible for monthly access fee discounts.	
Monthly Access Fee	$20.00
4G LTE and 5G Ultra Wideband Data Allowance[2]	Unlimited
Mobile Hotspot[3]	Unlimited
Plan #	70991

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide® network, 5G Ultra Wideband (UWB) network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Lines activating on this plan must be on a 5G connected laptop. A 5G device is required to receive 5G Ultra Wideband service.

[1]Government Subscribers on this plan cannot place or receive voice calls other than to 611 or 911 (these calls may be placed anywhere in the domestic Verizon Wireless coverage area). If the voice block feature is removed, there will be a $0.25 per minute charge for voice calls.

[2]If the combined 4G and 5G data usage exceeds 35 GB of domestic data usage on any line in any given billing cycle, usage may be prioritized behind other customers in the event of 4G LTE and 5G Nationwide network area congestion. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 1080p while in 4G LTE and 5G Nationwide network service areas, and will apply video streaming up to 4K while in 5G UWB network service areas.

[3]Mobile hotspot is available on all capable devices and allows the line to share its data allowance with multiple Wi-Fi enabled devices. If the combined 4G and 5G mobile hotspot data usage exceeds 15 GB on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds to up to 600 Kbps for additional usage while in 4G LTE and 5G Nationwide network service areas, and will apply up to 3 Mbps while in 5G UWB network service areas for the remainder of the then-current billing cycle for the line that exceeds the data usage.

Government 5G UWB Mobile Broadband Tablet Share Plan[1] Government Subscribers Only This plan is not eligible for monthly access fee discounts.	
Monthly Access Fee	$10.00
4G LTE and 5G Ultra Wideband Data Allowance (Shared)	2 GB
Data Overage Rate	$5.00 per GB
Plan #	71010

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide® network, 5G Ultra Wideband (UWB) network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Lines activating on this plan must be on a 5G tablet device. A 5G device is required to receive 5G Ultra Wideband service.

[1]Government Subscribers on this plan cannot place or receive voice calls other than to 611 or 911 (these calls may be placed anywhere in the domestic Verizon Wireless coverage area). If the voice block feature is removed, there will be a $0.25 per minute charge for voice calls.

Data Sharing: Lines on the same billing account on custom share plans with the same data overage rate can share data. At the end of each billing cycle, any unused data allowances will be applied to the overages of other lines, beginning with the line with the lowest overage.

5G UWB Government Unlimited Jetpack/MiFi Data Device Plan[1] Government Subscribers Only This plan not eligible for monthly access fee discounts.	
Monthly Access Fee	$36.05
4G and 5G Ultra Wideband Data Allowance[2]	Unlimited
Service Rate Plan #	71016

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide® network, 5G Ultra Wideband network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Lines activating on this plan must be on a 5G mobile broadband data device such as, Jetpacks or MiFis. A 5G device is required to receive 5G Ultra Wideband (UWB) service.

[1]Government Subscribers on this plan cannot place or receive voice calls other than to 611 or 911 (these calls may be placed anywhere in the domestic Verizon Wireless coverage area). If the voice block feature is removed, there will be a $0.25 per minute charge for voice calls.

[2]If the combined 4G and 5G data usage exceeds 60 GB of domestic data usage on any line in any given billing cycle, usage may be prioritized behind other customers in the event of 4G and 5G Nationwide network area congestion. And, Verizon Wireless will limit the data throughput speeds to up to 600 Kbps for additional usage while on the 4G and 5G Nationwide network, and up to 3 Mbps when on the 5G UWB network for the remainder of the then-current billing cycle for the line that exceeds the data usage.

To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 720p while on the 4G and 5G Nationwide networks, and, will apply video streaming up to 4K when on the 5G UWB network.

5G Public Sector 2nd Number Smartphone Backup Plan[1] Government Subscribers Only This plan is not eligible for monthly access fee discounts.	
Monthly Access Fee	$10.00
Anytime Minutes in US/Canada/Mexico[2]	Unlimited
Data Allowance in US/Canada/Mexico[2]	250 MB
Data Overage Rate in US/Canada/Mexico[2]	$15.00 per 5 GB
Domestic and International Messaging Allowance[3]	Unlimited
Plan #	75132

Notes: Current coverage details can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Ultra Wideband network, 5G Nationwide® network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network.

Lines activating on this plan must be on 5G Ultra Wideband-compatible, 5G Nationwide, or 4G LTE Dual eSIM capable smartphones. This plan is only available on (i) lines activated on non-discounted smartphones, (ii) a device provided by Customer, (iii) a line that is no longer under a Line Term, or (iv) a device purchased at the full retail price. Verizon Wireless feature functionality may be limited if the smartphone was not purchased from Verizon Wireless.

[1]The 5G Public Sector 2nd Number Smartphone Backup Plan provides a secondary line of service with its own mobile number added to a Dual eSIM capable smartphone that is compatible with the Verizon Wireless network.

[2]The 5G Public Sector 2nd Number Smartphone Backup Plan includes unlimited voice, and 250 MB of data, in the United States, Mexico, and Canada. If more than 50% of the total voice and data usage in a 60-day period is in Canada or Mexico, use of those services in those countries may be removed or limited. Includes domestic toll-free calling and toll-free calling from the United States to Canada and Mexico.

[3]Unlimited text messaging from within the United States to anywhere in the world where messaging services are available. For other messaging rates go to www.verizonwireless.com.

Business Internet/Fixed Wireless Access:

5G Business Internet Ultra Wideband Plan (C-Band) for Public Sector* This plan is not eligible for monthly access fee discounts.	
Monthly Access Fee	$45.00
5G Ultra Wideband (C-Band) Speed Tier Limit (Up to)[1]	100 Mbps
5G Ultra Wideband (C-Band) Domestic Data Allowance	Unlimited
Service Rate Plan #	53974

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. These price plans are restricted to the Verizon Wireless 5G Ultra Wideband® network and 4G network (domestic and international roaming are not available). Service may fall back to the 4G LTE network if the Verizon Wireless 5G Ultra Wideband network becomes temporarily unavailable. Verizon's 4G LTE network is a separate network from Verizon's 5G Ultra Wideband network. *This plan is for mobile broadband service and can only be activated on select compatible Customer-provided data routers that enable 5G Ultra Wideband (specifically C-Band) service. Customer will be required to purchase or provide a Verizon approved, compatible 5G-enabled C-Band receiver/router, and any necessary installation or connection to the Verizon Wireless network. Customer should contact Customer's account representative to determine if a Customer-provided router is compatible. [1]Speeds represent the maximum download speed but may be lower in the event of network congestion. Uplink speeds may be lower than downlink speeds.

This plan is a fixed location plan, and 5G Ultra Wideband service is being provided at the qualified service address that Verizon Wireless approved at the time the Service was activated. Where Customer chooses to use the Service in a mobile environment, Customer acknowledges and agrees that Service may fall back to Verizon's 4G LTE network where Verizon Wireless 5G Ultra Wideband service is not available. In order to protect its network, operations, and other customers, Verizon Wireless may suspend or terminate service to affected lines with prior written notice, deny activation of new lines or, upon Legal Notice, may terminate the Service, if Customer uses the Wireless Service or Devices (a) in an illegal or improper manner (including "spamming" or other abusive messaging or calling); (b) in a manner prohibited by these terms; or (c) in a manner that, in Verizon Wireless's sole discretion, has an adverse impact on its network, operations or customers.

5G Business Internet Ultra Wideband Plan 200 Mbps (C-Band) for Public Sector* This plan is not eligible for monthly access fee discounts.	
Monthly Access Fee	$65.00
5G Ultra Wideband (C-Band) Speed Tier Limit (Up to)[1]	200 Mbps
5G Ultra Wideband (C-Band) Domestic Data Allowance	Unlimited
Plan #	73757

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. This plan is restricted to the Verizon Wireless 5G Ultra Wideband network and 4G LTE network (domestic and international roaming are not available). Service may fall back to the 4G LTE network if the Verizon Wireless 5G Ultra Wideband network becomes temporarily unavailable. The Verizon Wireless 4G LTE network is a separate network from the Verizon Wireless 5G Ultra Wideband network. *This plan is for mobile broadband service and can only be activated on select compatible Customer-provided data routers that enable 5G Ultra Wideband (specifically C-Band) service. Customer will be required to purchase or provide a Verizon Wireless approved, compatible 5G-enabled C-Band receiver/router, and any necessary installation or connection to the Verizon Wireless network. Customer should contact Customer's account representative to determine if a Customer-provided router is compatible.

[1]Speed Tier Limit represents the maximum download speed but may be lower in the event of network congestion. Uplink speeds may be lower than downlink speeds.

This plan is a fixed location plan, and 5G Ultra Wideband service is being provided at the qualified service address that Verizon Wireless approved at the time the Service was activated. Where Customer chooses to use the Service in a mobile environment, Customer acknowledges and agrees that Service may fall back to the Verizon Wireless 4G LTE network where Verizon Wireless 5G Ultra Wideband service is not available. In order to protect its network, operations, and other customers, Verizon Wireless may suspend or terminate service to affected lines with prior written notice, deny activation of new lines or, upon Legal Notice, may terminate the Service, if Customer uses the Wireless Service or Devices (a) in an illegal or improper manner (including "spamming" or other abusive messaging or calling); (b) in a manner prohibited by these terms; or (c) in a manner that, in Verizon Wireless's sole discretion, has an adverse impact on its network, operations or customers.

4G FWA Backup Mobile Broadband Share Plan This plan is not eligible for monthly access fee discounts.	
Monthly Access Fee	$20.00
Domestic Data Allowance	2 GB
Domestic Data Allowance Overage	$10.00 per GB
Rate Plan #	52913

Note: This plan is intended for business use only. Current coverage details and additional plan information can be found at www.verizonwireless.com. This plan is restricted to the Verizon Wireless 5G Nationwide® network and 4G LTE network (domestic and international roaming are not available). For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Only Customer-provided, 5G Nationwide or 4G LTE router devices may be activated on this plan.

During an outage of the primary connection, all usage within the billing cycle in excess of the domestic data allowance will be charged at the overage rate of $10.00 per GB.

Data Sharing: Lines on the same billing account on custom share plans with the same data overage rate can share data. At the end of each billing cycle, any unused data allowances will be applied to the overages of other lines, beginning with the line with the lowest overage.

This plan is approved for use as a backup solution for business continuity only and is not to be used for primary connectivity. This plan may be used with a private network. Router devices must be approved for use on the Verizon Wireless network; no other device types may be activated on this plan. Lines on this plan cannot place or receive voice calls or send/receive text, picture or multimedia messages.

72007

4G FWA Back-up Mobile Broadband Share Plan with Voice This plan is NOT eligible for monthly access fee discounts.	
Monthly Access Fee	$15.00
Data Allowance (Shared)	1 GB
Data Overage Rate	$10.00 per GB
Voice Minutes Allowance (Non-Share)	50
Voice Overage Rate	$0.02 per minute
Plan #	65211

Notes: This plan is intended for business use only. Current coverage details can be found at www.verizonwireless.com. This plan is restricted to the Verizon Wireless 5G Nationwide® network and 4G LTE network (domestic roaming and international roaming are not available). This plan cannot be back dated. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Only select Customer-provided, 5G Nationwide-voice capable or 4G LTE voice-capable router devices may be activated on this plan. Text services are not permitted to be provisioned on this plan (text messages cannot be sent or received.)

Lines on this 4G FWA Back-up Mobile Broadband Share Plan with Voice require geographic mobile telephone numbers and may be required to be on a separate profile/Company ID from Customer's other IoT or M2M Lines.

Data Sharing: Sharing among 4G FWA Back-up Mobile Broadband Share Plan with Voice Lines is available only among 4G FWA Back-up Mobile Broadband Share Plan with Voice Lines active on this plan. At the end of each billing cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need.

4G FWA POTS Backup Plan $15 1GB This plan is not eligible for monthly access fee discounts.	
Monthly Access Fee	$15.00
Domestic Data Allowance	1 GB
Domestic Data Allowance Overage	$10.00 per GB
Plan #	57484

Note: This plan is intended for business use only. Current coverage details and additional plan information can be found at www.verizonwireless.com. This plan is restricted to the Verizon Wireless 5G Nationwide® network and 4G LTE network (domestic and international roaming are not available). For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Only Customer-provided, 5G Nationwide or 4G router devices may be activated on this plan.

During an outage of the primary connection, all usage within the billing cycle in excess of the domestic data allowance will be charged at the overage rate of $10.00 per GB.

Data Sharing: Lines on the same billing account on custom share plans with the same data overage rate can share data. At the end of each billing cycle, any unused data allowances will be applied to the overages of other lines, beginning with the line with the lowest overage.

This plan is approved for use as a backup solution for business continuity only and is not to be used for primary connectivity. This plan may be used with a private network. Router devices must be approved for use on the Verizon Wireless network; no other device types may be activated on this plan. Lines on this plan cannot place or receive voice calls or send/receive text, picture or multimedia messages.

72007

Machine-to-Machine (M2M):

Custom 4G Nationwide Machine to Machine (M2M) Per Megabyte Plan[1] Government Subscribers Only This plan is not eligible for monthly access fee discounts.	
Monthly Access Fee	$0.00 (86693)
Monthly Data Allowance	None
Data Usage Rate	$0.099 per MB

Notes: Current data coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. Only Customer-provided, 5G Nationwide and 4G LTE machine-to-machine devices may be activated on this plan.

[1]Subscribers on this plan cannot place or receive voice calls other than to 611 or 911 (these calls may be placed anywhere in the domestic Verizon Wireless coverage area). If the voice block feature is removed, there will be a $0.049 per minute charge for domestic voice calls.

Machine to Machine (M2M) Share Group 1 Plans - Low Usage The plans below reflect the monthly access fee discount. No additional discounts apply.					
Domestic Profile Shared Data Allowance	1 MB (87660)	5 MB (87661)	25 MB (87662)	50 MB (87663)	150MB (87664)
Monthly Access Fee	$5.00	$7.00	$10.00	$15.00	$18.00
Domestic Account Shared Data Allowance	1 MB (87640)	5 MB (87641)	25 MB (87642)	50 MB (87643)	150MB (87644)
Monthly Access Fee	$5.00	$7.00	$10.00	$15.00	$18.00
Overage Rate Per Megabyte	$1.00				

Machine to Machine (M2M) Share Group 2 Plans - High Usage The plans below reflect the monthly access fee discount. No additional discounts apply.				
Domestic Profile Shared Data Allowance	250 MB (87665)	1 GB (87668)	5 GB (87671)	10 GB (87673)
Monthly Access Fee	$20.00	$25.00	$50.00	$80.00
Monthly Access Fee less discount	$20.00	$25.00	$38.50	$61.60

Domestic Account Shared Data Allowance	250 MB (87645)	1 GB (87646)	5 GB (87647)	10 GB (87648)
Monthly Access Fee	$20.00	$25.00	$50.00	$80.00
Monthly Access Fee less discount	$20.00	$25.00	$38.50	$61.60
Overage Rate Per Megabyte	$0.015			

Notes: These are commercially available plans, and are subject to change without notice. Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Current data coverage details can be found at www.verizonwireless.com. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. Only Customer-provided, 5G Nationwide and 4G LTE machine-to-machine devices may be activated on these plans. Netbook, Smartphone, and Tablet devices are not eligible for M2M pricing.

Account Share Data Sharing: Sharing among M2M Lines is available only among M2M Lines active on these plans. At the end of each billing cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need.

Profile Share Data Sharing: Sharing among M2M Lines on the same profile/Company ID is available only among M2M Lines active on these plans. At the end of each billing cycle, any unused data allowances for lines sharing across multiple accounts unused data allowances will be applied proportionally to all lines with overages and bills overage as KB. (If using profile share the data allowance must be a least 1 MB.)

4G Machine-to-Machine Wireless Backup Router Plan

Government Subscribers Only

The plan below reflects the monthly access fee discount. No additional discounts apply.

Monthly Access Fee	$10.00 (86848)
Monthly Data Allowance	25 MB
Data Overage Rate	$10.00 per GB
Text Messaging	$0.20 per message, sent or received (device dependent)

Notes: This is a commercially available plan and is subject to change without notice. Current data coverage details can be found at www.verizonwireless.com. This plan is restricted to the Verizon Wireless 5G Nationwide® network and 4G LTE network (domestic roaming and international roaming are not available). This plan cannot be back dated. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Only Customer-provided, 5G Nationwide and 4G LTE machine-to-machine router devices may be activated on this plan.
During an outage of the primary connection, all usage within the billing cycle in excess of the 25 MB allowance will be charged at the overage rate of $10.00 per GB. Text messaging feature packages may be added to this plan. This Wireless Backup Router Plan is approved for use as a backup solution for business continuity only and is not to be used for primary connectivity. Verizon Wireless reserves the right to move Customer to the standard commercial 5 GB M2M plan should usage on the lines provisioned on the M2M Wireless Backup Router Plan exceed 1 GB for three (3) consecutive months. This M2M Wireless Backup Router Plan may be used with Private Network. M2M router devices must be approved for use on the Verizon Wireless network; no other device types may be activated on this plan.

Public Sector 4G Machine-to-Machine Share Plans

Government Subscribers Only
The plans below reflect the monthly access charge discount. No additional discounts apply.

Monthly Access Fee	**$34.99** (90231)	**$59.99** (90234)	**$99.99** (90235)
Data Allowance (Shared)	5 GB	10 GB	20 GB
Data Overage Rate	$8.00 per GB		

Notes: These plans are for domestic machine to machine data-only devices, on the Verizon Wireless network only. Current coverage details can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network (no domestic roaming or international roaming.) For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Lines activating on these plans must be on 5G Nationwide or 4G LTE machine-to-machine devices. Netbook, Smartphone, and Tablet devices are not eligible for Machine-to-Machine pricing.

Data Sharing: Lines on these Public Sector 4G Machine-to-Machine Share Plans can share data. At the end of each billing cycle, any unused data allowances will be applied to the overages of other lines, beginning with the line with the lowest overage.

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Feature Options:

Custom State of Florida Smartphone Data Feature Packages				
The calling plans below reflect the monthly access charge discount. No additional discounts apply.				
Data for Smartphone devices only				
SOFL Plan Number	Monthly Access Charge Per Line	Domestic Data Allowance	Overage Rate	Unlimited Domestic SMS and MMS messaging
77294/ 79789	$15.45	500MB	$0.00849 per MB	Included*
(77295 and 79790)	$20.60	1,000MB		
Exhibit (79740 79791)	$23.69	2,000MB		

Notes: See attached Plan and Feature Details for important information about calling plans, features and options. Overage Rate applies after allowance. Current coverage details and additional feature information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide® network, 4G network; and the 3G and 3G Extended networks, while available. For avoidance of doubt, Verizon's 5G Nationwide® network is a separate network from Verizon's 5G Ultra Wideband network. This feature can only be added onto: SOFL PPlan's 86192-86197. Lines activating on this feature must be on 5G Nationwide or 4G HD voice-capable smartphones. 4G service requires 4G equipment and 4G coverage. *Not included with the State of Florida Nationwide Custom Pooled Voice Services Plans.
May only be added to a voice plan with a monthly access fee of $14.99 and above.

Custom State of Florida Smartphone Unlimited Data Feature Package				
The calling plan below reflects the monthly access charge discount. No additional discounts apply.				
Data for Smartphone devices only				
SOFL Plan Number	Monthly Access Charge Per Line	Domestic Data Allowance	Overage Rate	Unlimited Domestic SMS and MMS messaging with Mobile Hotspot
(79407-4G), (79781-4G	$32.96	Unlimited*	N/A	Included**

Notes: See attached Plan and Feature Details for important information about calling plans, features and options. Overage Rate applies after allowance. 4G service requires 4G equipment and 4G coverage. Current coverage details and additional feature information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide® network, 4G network; and the 3G and 3G Extended networks, while available. For avoidance of doubt, Verizon's 5G Nationwide® network is a separate network from Verizon's 5G Ultra Wideband network. This feature can only be added onto: SOFL PPlan's 86192-86197. Lines activating on this feature must be on 5G Nationwide or 4G HD voice-capable smartphones. *Verizon Wireless will limit the data throughput speeds should 25 GB of data usage be reached in any given billing cycle on any line. Data throughput speeds for additional usage will be limited for the remainder of the then-current bill cycle for the line(s) that exceed the 25 GB high-speed data usage threshold. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB with prior written notice **Not available when bundled with the State of Florida Nationwide Custom Pooled Voice Services Plans. May only be added to a voice plan with a monthly access fee of $14.99 and above.

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Custom State of Florida Nationwide Wireless Smartphone Data Plan with Mobile Hot Spot			
The calling plans below reflect the monthly access charge discount. No additional discounts apply.			
Data for Smartphone devices only			
Monthly Access Charge Per Line	Domestic Data Allowance with Mobile Hot Spot (MHS)	Nationwide Calling Rate	Unlimited Domestic Mobile to Mobile, Nights and Weekends, and SMS and MMS Messaging
$35.99 (52339)	Unlimited*	$0.052 per minute	Included

Notes: See attached Plan and Feature Details for important information about calling plans, features and options. 4G service requires 4G equipment and 4G coverage. *Verizon Wireless will limit the data throughput speeds should 25 GB of data usage be reached in any given billing cycle on any line. Data throughput speeds for additional usage will be limited for the remainder of the then-current bill cycle for the line(s) that exceed the 25 GB high-speed data usage threshold. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB with prior written notice

Custom State of Florida SMS/MMS Messaging Features			
The calling features below reflect the monthly access charge discount. No additional discounts apply.			
Text, Picture or Video Messaging for Conventional (Basic) and Smartphone devices only			
SOFL Plan Number	Monthly Access Charge Per Line	Domestic Message Allowance	Overage Rate
6.1c(77328)	$2.00	300 messages	$0.05 per message
6.2c(77341)	$3.00	500 messages	
6.3c(77329)	$7.00	Unlimited	N/A

Text Messaging: Text Messaging includes Short Message Service (SMS up to 160 characters) and Enhanced Messaging Service (EMS up to 1120 characters). Enhanced Text Messages sent to most SMS handsets will be delivered as multiple Text messages of up to 160 characters each. Subscribers have the option to have text messages disabled entirely without affecting voicemail or other related services. Overage Rate applies after allowance. Text Messaging plans do not include Operator Assisted Messaging or International Messaging, which is available for 25¢ per message sent and 20¢ per message received, see attached International services pricing for further details.;.
Multi-Media Messaging (MMS): Multi-Media Messaging (MMS) includes picture and video messaging and is only available within the National Enhanced Services Rate and Coverage Area. In addition, MMS messages are $0.25 per message, per address. In addition to the MMS per message charges, MMS uses calling plan Anytime Minutes or kilobytes. Messaging features are available to all Basic and Smartphone voice, and voice and data bundles.

4G Smartphone Phone Push to Talk Plus (PTT+) Only Feature: Government Subscribers Only	
The calling plan below reflects the monthly access charge discount. No additional discounts apply.	
	Push to Talk Plus Only Feature
Monthly Access Charge	$10.00
Domestic Anytime Voice Minutes Per Month	0
Push to Talk Plus	Unlimited
Domestic Voice Per Minute Rate	per voice/data plan
Data Sent or Received	per data package[1]
Notes: Current coverage details can be found at www.verizonwireless.com. No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Data usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. Push to Talk Plus is only available in the United States. This price plan can only be used with a 3G Basic or 4G Basic PTT+ capable device.	

Name ID Features The features below reflect the monthly access charge discount. No additional discounts apply	
Feature	**Monthly Access**
Share Name ID*	$0.00
Company Name ID	$1.99 per line

Note: Depending upon the service provider and/or carrier to which the called party is subscribed, the called party (terminating device) may or may not be able to view the caller's name. The Call Filter Plus feature is purchased separately.

Company Name ID

- Allows Government customers to display their agency name, number and logo on outbound calls on a line-by-line basis to Verizon Call Filter Plus subscribers. It may also display on other carrier devices.
- The ***Logo display service*** is compatible only with Android Devices.
- Users must be subscribed to the My Business portal to use this feature.

Share Name ID

- A free service that allows Government customers to personalize their name (as per Account Owner's Billing Name) on outbound calls to Verizon Call Filter Plus subscribers. It may also display on other carrier devices. .

1. Users must be subscribed to the My Business portal to use this feature.

Call Filter Plus Service Fees **This feature is NOT eligible for monthly access fee discounts.**	
Monthly Access Fee[1]	$0.75
Notes: Additional feature information is attached hereto . [1]This feature can only be added onto an eligible device. Call Filter service is eligible for Android and iOS customers when they enroll and activate on a smartphone device. Call filter is not available on all call, all devices and in all areas. The Call Filter app is pre-loaded on most capable devices or can be downloaded from the app store. * Once enabled all lines have the ability to access call filter. Call filter features are billed separately; however, all supported options will appear and cannot be blocked.	

Call Filter Free Service **This feature is NOT eligible for monthly access fee discounts.**	
Monthly Access Fee[1]	$0.00
Notes: Additional feature information is attached hereto. [1]This feature can only be added onto an eligible device. Call Filter service is eligible for Android and iOS customers when they enroll and activate on a smartphone device. Call filter is not available on all call, all devices and in all areas. The Call Filter app is pre-loaded on most capable devices or can be downloaded from the app store. * Once enabled all lines have the ability to access call filter. ** 4G LTE GSM/UMTS capable devices, require VoLTE/HD Voice. Call filter features are billed separately; however, all supported options will appear and cannot be blocked.	

Global/International Options:

Custom Business TravelPass Feature[1] Corporate Subscribers Only Rates are not eligible for discounts.	
Canada and Mexico Daily Rate[2]	$0.00 (1115)
Rest of World Daily Rate[2,3]	$5.00
Non-Travel Pass Countries[4]	Pay As You Go Rates

Notes: [1]This feature requires a 4G World Device or a 5G World Device. [2]The daily rate covers a 24-hour time period. [3]For eligible countries, [4]non-TravelPass country rates and additional information, go to www.verizonwireless.com/international. For voice-capable devices, this feature may be added to plans that have an unlimited voice and messaging allowance and an unlimited or capped data allowance using the account share option. For data-only devices, this feature may be added to lines that have an unlimited or capped data allowance using the account share option. For data usage in Canada and Mexico and all Rest of World TravelPass countries, after the first 5 GB of usage in a day, throughput speeds for additional usage will be reduced for the remainder of the day. All data usage decrements from the domestic data allowance when added to a capped allowance plan. Verizon Wireless will terminate a line if more than half of the usage over three consecutive billing cycles is outside of the United States, following 30 days' notice to Customer.

This feature can only be added to lines activated on the following plan: 61576 Custom 4G Unlimited Smartphone Plan for Public Sector.

4G Business TravelPass Feature[1] Government Subscribers Only Rates are not eligible for discounts.	
Canada and Mexico Daily Rate[2]	$6.00 (SPO 383)
Rest of World Daily Rate[2,3]	$12.00
Non-Travel Pass Countries[4]	Pay As You Go Rates

Notes: [1]This feature requires a 4G World Device or 5G World Device. [2]The daily rate covers a 24-hour time period. [3]For eligible countries, [4]non-TravelPass country rates, and additional information, go to www.verizonwireless.com/international. For voice-capable devices, this feature may be added to plans that have an unlimited voice and messaging allowance and an unlimited or capped data allowance using the account share option. For data-only devices, this feature may be added to lines that have an unlimited or capped data allowance using the account share option. For data usage in Canada and Mexico and all Rest of World TravelPass countries, after the first 5 GB of usage in a day, throughput speeds for additional usage will be reduced for the remainder of the day. All data usage decrements from the domestic data allowance when added to a capped allowance plan. Verizon Wireless will terminate a line if more than half of the usage over three consecutive billing cycles is outside of the United States, following 30 days' notice to Customer. This is a generally available retail feature and is subject to change without notice.

This feature can only be added to lines activated on the following plan under this Agreement: 61576 Custom 4G Unlimited Smartphone Plan for Public Sector.

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Business TravelPass Feature[1] Government Subscribers Only Rates are not eligible for discounts.	
Canada and Mexico Daily Rate[2]	$0.00
Rest of World Daily Rate[2,3]	$10.00
Non-Travel Pass Countries[4]	Pay As You Go Rates
SPO Code	1255

Notes: [1]This feature requires a 4G or 5G World Device. [2]The daily rate covers a 24-hour time period. [3]For eligible countries, [4]non-TravelPass country rates, and additional information, go to www.verizonwireless.com/international. For voice-capable devices, this feature may be added to plans that have an unlimited voice and messaging allowance and an unlimited or capped data allowance using the account share option. **For data-only devices, this feature may be added to lines that have an unlimited or capped data allowance using the account share option**. For data usage in Canada and Mexico and all Rest of World TravelPass countries, after the first 512 MB of usage in a day, throughput speeds for additional usage will be reduced for the remainder of the day. All data usage decrements from the domestic data allowance when added to a capped allowance plan. Verizon Wireless will terminate a line if more than half of the usage over three consecutive billing cycles is outside of the United States, following 30 days' notice to Customer.
This feature can only be added to lines activated on the following plan(s): 53537 Business Unlimited Plus Data Device Plan, 52599 Business Unlimited Pro Tablet Plan

71206

International Options Monthly Features: Mexico and Canada

The calling features below reflect the monthly access fee discount. No additional discounts apply.

International Options Monthly Features: Mexico and Canada	0 Voice Minutes	0 Voice Minutes	100 Voice Minutes	250 Voice Minutes	500 Voice Minutes
Monthly Access Fee	$10.00 (SPO 428)	$20.00 (SPO 426)	$15.00 (SPO 441)	$30.00 (SPO 425)	$25.00 (SPO 443)
Monthly Access Fee less discount	**$10.00**	**$20.00**	**$15.00**	**$22.50**	**$18.75**
Voice Overage Rate	Pay Go		$0.10/minute		$0.05/minute
Data Allowance[1]	100 MB	250 MB	100 MB	250 MB	1 GB
Data Overage Rate After Allowance[2]	$10.00/100 MB				$20.00/1 GB
Messaging Allowance[3]	Pay Go		100 sent; unlimited incoming	250 sent; unlimited incoming	500 sent; unlimited incoming
Messaging Overage Rate After Allowance[2]	Pay Go		$0.10/Sent Message		$0.05/Sent Message

Notes: . [1]The data allowance applies in Canada and Mexico only, where coverage is available. All data usage, including dedicated Mobile Hotspot, deducts from the same data allowance. Requires an eligible domestic data plan or feature and an International GSM capable device. [2]The overage rate is not eligible for discounts. [3]Multimedia messages (MMS) are included in the allowance, but incur data transport charges (deducts from the International data allowance). Pay Go rates for International Voice, International Messaging, and Data Roaming see attached International services pricing for further details..
This is a monthly feature and will be removed from the account one month after being added to an account.

International Options Monthly Features: 140+ Countries

The calling features below reflect the monthly access fee discount. No additional discounts apply.

International Options Monthly Features: 140+ Countries	0 Voice Minutes	0 Voice Minutes	100 Voice Minutes	250 Voice Minutes
Monthly Access Fee	$25.00 (SPO 431)	$50.00 (SPO 433)	$40.00 (SPO 445)	$85.00 (SPO 423)
Monthly Access Fee less discount	**$18.75**	**$37.50**	**$30.00**	**$63.75**
Voice Overage Rate	Pay Go		$0.25/minute	

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Data Allowance[1]	100 MB	250 MB	100 MB	250 MB
Data Overage Rate After Allowance[2]	$25.00/100 MB			
Messaging Allowance[3]	Pay Go		100 sent; unlimited incoming	250 sent; unlimited incoming
Messaging Overage Rate After Allowance[2]	Pay Go		$0.25/Sent Message	

Notes: .[1]The data allowance applies in 140+ Countries, where coverage is available. All data usage, including dedicated Mobile Hotspot, deducts from the same data allowance. Requires an eligible domestic data plan or feature and an International GSM capable device. [2]The overage rate is not eligible for discounts. [3]Multimedia messages (MMS) are included in the allowance, but incur data transport charges (deducts from the International data allowance). Pay Go rates for International Voice, International Messaging, and Data Roaming see attached International services pricing for further details..
This is a monthly feature and will be removed from the account one month after being added to an account.

International Options Monthly Recurring Features: Mexico and Canada

The calling features below reflect the monthly access fee discount. No additional discounts apply.

International Options Monthly Recurring Features: Mexico and Canada	0 Voice Minutes		0 Voice Minutes	100 Voice Minutes	250 Voice Minutes	500 Voice Minutes
Monthly Access Fee	$10.00 (SFO 427)		$20.00 (SFO 446)	$15.00 (SFO 434)	$30.00 (SFO 424)	$25.00 (SFO 442)
Monthly Access Fee less discount	**$10.00**		**$20.00**	**$15.00**	**$22.50**	**$18.75**
Voice Overage Rate	Pay Go		$0.10/minute			$0.05/minute
Data Allowance[1]	100 MB	250 MB	100 MB	250 MB		1 GB
Data Overage Rate After Allowance[2]	$10.00/100 MB					$20.00/1 GB
Messaging Allowance[3]	Pay Go		100 sent; unlimited incoming	250 sent; unlimited incoming		500 sent; unlimited incoming
Messaging Overage Rate After Allowance[2]	Pay Go		$0.10/Sent Message			$0.05/Sent Message

Notes: [1]The data allowance applies in Canada and Mexico only, where coverage is available. All data usage, including dedicated Mobile Hotspot, deducts from the same data allowance. Requires an eligible domestic data plan or feature and a International GSM capable device. [2]The overage rate is not eligible for discounts. [3]Multimedia messages (MMS) are included in the allowance, but incur data transport charges (deducts from the International data allowance). Pay Go rates for International Voice, International Messaging, and Data Roaming see attached International services pricing for further details..
This is a recurring feature and will remain on the account until removed.

International Options Monthly Recurring Features: 140+ Countries

The calling features below reflect the monthly access fee discount. No additional discounts apply.

International Options Monthly Recurring Features: 140+ Countries	0 Voice Minutes	0 Voice Minutes	100 Voice Minutes	250 Voice Minutes
Monthly Access Fee	$25.00 (SFO 412)	$50.00 (SFO 432)	$40.00 (SFO 444)	$85.00 (SFO 422)
Monthly Access Fee less discount	**$18.75**	**$37.50**	**$30.00**	**$63.75**
Voice Overage Rate	Pay Go		$0.25/minute	
Data Allowance[1]	100 MB	250 MB	100 MB	250 MB
Data Overage Rate After Allowance[2]	$25.00/100 MB			
Messaging Allowance[3]	Pay Go		100 sent; unlimited incoming	250 sent; unlimited incoming

Messaging Overage Rate After Allowance[2]	Pay Go	$0.25/Sent Message

Notes: [1]The data allowance applies in 140+ Countries, where coverage is available. All data usage, including dedicated Mobile Hotspot, deducts from the same data allowance. Requires an eligible domestic data plan or feature and a International GSM capable device. [2]The overage rate is not eligible for discounts. [3]Multimedia messages (MMS) are included in the allowance, but incur data transport charges (deducts from the International data allowance). Pay Go rates for International Voice, International Messaging, and Data Roaming see attached International services pricing for further details..
This is a recurring feature and will remain on the account until removed.

Global Data Optional Features

The Data Packages are eligible for monthly access fee discounts and promotions, when available.

Monthly Access Fee	Allowance	Rate per MB (Canada)	Rate per MB (Mexico)	Rate per MB (Rest of the World)
N/A	N/A	$2.05/MB	$5.12MB	$20.48/MB

Notes:. See Calling Plan Optional Features section for important information about calling plans, features and options. Applies to all global-capable phones and internet devices. Customer must subscribe to a domestic Mobile Hotspot plan to use the service globally. The majority of your monthly usage must be in the United States. All data usage, including tethering and hotspot, deducts from the same data allowance. See attached International services pricing for further details.

Custom Single Rate Domestic 4G Unlimited Voice and Messaging with Shared Data Smartphone Plans and International Travel Voice, Data, and Messaging

Government Subscribers Only
These plans are NOT eligible for monthly access fee discounts.

Monthly Access Fee	$65.00 (95266)	$85.00 (95268)
Domestic Voice Allowance in U.S./Canada/Mexico	Unlimited	Unlimited
Domestic Data Allowance in U.S. (with Sharing)	2 GB	3 GB
Domestic Data Overage Rate	$10.00 per GB	$10.00 per GB
Mobile Hotspot[1]	Included	Included
Domestic and International Travel Messaging Allowance	Unlimited	Unlimited
International Travel Voice Allowance (ROW)[3]	120 Minutes	180 Minutes
International Travel Voice Overage Rate	$0.40 per minute	$0.30 per minute
International Travel Data Allowance[2,3]	1 GB	1 GB
International Travel Data Overage Rate	$45.00 per GB	$40.00 per GB
International Long Distance – Toll Free	Included	Included

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Domestic coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Only a 5G World Smartphone or 4G World smartphone can be activated on these plans.
[1]Mobile Hotspot is available on all capable devices and allows a line to share its data allowance with multiple Wi-Fi enabled devices.
[2]The international travel data allowance applies in Canada, Mexico, and the rest of the world (ROW), where coverage is available; aircraft and cruise ship data usage are not included. To see supported countries, go to www.verizonwireless.com/international.
[3]International travel voice allowance minutes and international travel data allowances do not share.
Verizon Wireless will terminate a line if more than half of the usage over three consecutive billing cycles is outside of the United States, following 30 days' notice to Customer.
Profile Share - Data Sharing (Domestic Only): Lines on the same profile/Company ID can share data. At the end of each billing cycle, any unused data allowances for lines sharing across multiple accounts will be applied proportionally to lines with an overage. Any remaining overage will be billed in KBs.

Public Safety Pricing:

Custom 4G Unlimited Basic Phone Plan for National Security, Public Safety, and First Responders Government Subscribers Only The plan below reflects the monthly access charge discount. No additional discounts apply.	
Monthly Access Fee	$22.99 (16810)
Domestic Monthly Voice Minutes	Unlimited
Domestic Roaming and Long Distance	Included
Domestic Messaging Allowance	Unlimited
Domestic Data Allowance	100MB
Domestic Data Overage	$10.00 per GB
Optional Feature	
Domestic 4G Push to Talk Plus	$2.00 additional per month (81174)

NOTES: Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Lines activating on this plan must be on 4G LTE basic phones.

This plan is available to Select NAICS (formerly SIC) Codes in the following industries at the discretion of Verizon Wireless.

First Responders	Public Safety
National Security	HealthCare
Transportation	Education
Government	Utilities

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Custom 4G/5G Verizon Wireless Smartphone Plan for National Security, Public Safety, and First Responders

Government Subscribers Only

The plan below reflects the monthly access fee discount. No additional discounts apply.

Monthly Access Fee	$36.99
Plan #	69600
Data Allowance in U.S., Canada, Mexico [1,2]	Unlimited
Domestic Mobile Hotspot	Included
Monthly Anytime Minutes in U.S., Canada, Mexico, Puerto Rico, U.S. Virgin Islands	Unlimited
International Travel Data Allowance – Rest of World†	1 MB
International Travel Data Overage Rate - Rest of World	$10 per 5 GB
International Travel Voice Rate – Rest of World	$0.20 per minute
Domestic, Canada & Mexico Long Distance Toll Free[3]	Included
Domestic and International Messaging Allowance[4]	Unlimited
Optional Features	
4G Push-to-Talk Plus	$0.00 additional per month (81295, 81814)

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Ultra Wideband (UWB) network, 5G Nationwide® network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G UWB network. Usage outside of the United States requires a World-capable smartphone and will be billed at the international travel rates, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. †The international travel data allowance applies in the rest of the world where coverage is available; aircraft and cruise ship data usage is not included. Lines activating on this plan must be on 5G UWB-compatible, 5G Nationwide, or 4G LTE smartphones.

[1]Data usage on this plan is not subject to speed reductions ("throttling") within a given billing cycle. However, in the event data usage exceeds 25 GB each billing cycle for three (3) consecutive billing cycles, data throughput speeds may automatically be reduced to 600 kbps for data usage exceeding 25 GB per billing cycle on a go-forward basis. Data usage for actively engaged and deployed fire, police, emergency medical technicians, emergency management agency, and assigned federal law enforcement users on this plan will not be subject to speed reductions regardless of data usage during any billing cycle.

[2]A 5G device is required to receive 5G UWB service.

To maximize high-speed data use for business applications, video applications will stream at up to 480p while in 4G LTE and 5G Nationwide network service areas; and, will apply video streaming up to 4K while in 5G UWB network service areas.

[3]Includes domestic toll-free calling and toll-free calling from the United States to Canada and Mexico.

[4]Unlimited messaging from within the United States to anywhere in the world where messaging services are available. For other messaging rates go to www.verizonwireless.com.

This plan includes Domestic Mobile Broadband Priority and Domestic Preemption. Mobile Broadband Priority provides a dedicated pool of radio resources to enable Customer connection to the network based on access hierarchy settings on the 4G LTE and 5G Nationwide network. Mobile Broadband Priority identifies the user with an access priority setting which provides that user with network access ahead of users with a lower access setting. Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted.

This plan is available to Select NAICS (formerly SIC) Codes in the following industries at the discretion of Verizon Wireless.

First Responders	Public Safety
National Security	HealthCare
Transportation	Education
Government	Utilities

Custom 4G/5G Unlimited Smartphone Plan with Mobile Broadband Priority and Preemption for National Security, Public Safety, and First Responders - USA Only Government Liable Subscribers Only The plan below reflects the monthly access charge discount. No additional discounts apply.	
Monthly Access Fee	$36.99 (79602)
Monthly Minutes in U.S.	Unlimited
Domestic Data Allowance[1,2]	Unlimited
Domestic Messaging Allowance	Unlimited
5G Ultra Wideband	Included (device dependent)
Optional Features	
Mobile Hotspot (4G LTE and 5G Nationwide)	$0.00 additional per month (83765)
4G Push-to-Talk Plus	$0.00 additional per month (81295/81814)

NOTE: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Ultra Wideband (UWB) network, 5G Nationwide® network, and 4G LTE network in the USA only. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G UWB network. Lines activating on this plan must be on 5G UWB-compatible, 5G Nationwide, or 4G LTE smartphones.

[1]Data usage on this plan is not subject to speed reductions ("throttling") within a given billing cycle. However, in the event data usage exceeds 25 GB each billing cycle for three (3) consecutive billing cycles, data throughput speeds may automatically be reduced to 600kbps for data usage exceeding 25 GB per billing cycle on a go-forward basis. Data usage for actively engaged and deployed fire, police, emergency medical technicians, emergency management agency, and assigned federal law enforcement users on this plan will not be subject to speed reductions regardless of data usage during any billing cycle.

[2]A 5G device is required to receive 5G UWB service.

To maximize high-speed data use for business applications, video applications will stream at up to 480p while in 4G LTE and 5G Nationwide network service areas; and, will apply video streaming up to 4K while in 5G UWB network service areas.

This plan includes Mobile Broadband Priority and Preemption. Mobile Broadband Priority provides a dedicated pool of radio resources to enable Customer connection to the network based on access hierarchy settings on the 4G LTE and 5G Nationwide network. Mobile Broadband Priority identifies the user with an access priority setting which provides that user with network access ahead of users with a lower access setting.

Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted.

This plan is available to Select NAICS (formerly SIC) Codes in the following industries at the discretion of Verizon Wireless.

First Responders	Public Safety
National Security	HealthCare
Transportation	Education
Government	Utilities

State of Florida Contract No: DMS-19/20-006

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Custom 4G Unlimited Mobile Broadband Plan with Mobile Broadband Priority and Preemption for National Security, Public Safety, and First Responders Government Liable Subscribers Only The plan below reflects the monthly access charge discount. No additional discounts apply.	
Monthly Access Fee	$36.05
Domestic Data Allowance[1]	Unlimited
Plan # (Jetpack, USB, Tablet, Misc. Eligible Data Devices)[2]	20664
Plan # (Most Routers and Permitted Stationary Devices)[3]	53925

NOTES: Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. No domestic roaming charges or long distance charges. Only 5G Nationwide and 4G LTE devices can be activated on this plan.

[1]Data usage on this plan is not subject to speed reductions ("throttling") within a given billing cycle. However, in the event data usage exceeds 25 GB each billing cycle for three (3) consecutive billing cycles, data throughput speeds will automatically be reduced to 600kbps for data usage exceeding 25 GB per billing cycle on a go-forward basis. Data usage for actively engaged and deployed fire, police, emergency medical technicians, emergency management agency, and assigned federal law enforcement users on this plan will not be subject to speed reductions regardless of data usage during any billing cycle. To maximize high-speed data use for business applications, video applications will stream at 720p.

This plan includes Mobile Broadband Priority and Preemption. Mobile Broadband Priority provides a dedicated pool of radio resources to enable Customer connection to the network based on access hierarchy settings on the 4G LTE and 5G Nationwide network. Mobile Broadband Priority identifies the user with an access priority setting which provides that user with network access ahead of users with a lower access setting. Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted. Devices utilized in conjunction with this plan are limited to mobile and fixed device applications. [2]Dedicated streaming internet connections streaming video on non-smartphone devices (including but not limited to, body cameras and stationary video surveillance cameras), and IoT devices are expressly prohibited on this plan. [3]Devices utilized in conjunction with this plan are limited to routers.

This plan is available to Select NAICS (formerly SIC) Codes in the following industries at the discretion of Verizon Wireless.

First Responders	Public Safety
National Security	HealthCare
Transportation	Education
Government	Utilities

Custom 4G Unlimited Push to Talk Plus Only Plan for National Security, Public Safety, and First Responders

Government Liable Subscribers Only

The plan below reflects the monthly access charge discount. No additional discounts apply.

Monthly Access Fee	$17.99 (96626)
Monthly Push to Talk Plus[1]	Unlimited
Domestic Voice Per Minute Rate[2]	$0.25

Notes: Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Current coverage details can be found at www.verizonwireless.com. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international.

[1]Push to Talk Plus is only available in the United States and can only be used with a 5G or 4G Push to Talk Plus-compatible device.

[2]Lines on this plan cannot place or receive voice calls other than to 611 or 911 (these calls may be placed anywhere in the domestic Verizon Wireless coverage area). If the voice block feature is removed, there will be a $0.25 per minute charge for voice calls.

This plan is available to Select NAICS (formerly SIC) Codes in the following industries at the discretion of Verizon Wireless.

First Responders	Public Safety
National Security	HealthCare
Transportation	Education
Government	Utilities

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Custom Public Safety 4G/5G UWB Mobile Broadband Unlimited Primary Access Plan with Mobile Broadband Priority and Preemption[1] **Government Subscribers Only** **This plan is not eligible for monthly access fee discounts.**	
Monthly Access Fee	$30.00
4G LTE and 5G Ultra Wideband Data Allowance[2]	Unlimited
Plan #	70996

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide® network, 5G Ultra Wideband (UWB) network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Lines activating on this plan must be on 5G routers installed in mobile vehicle units. A 5G device is required to receive 5G Ultra Wideband service.

[1]Government Subscribers on this plan cannot place or receive voice calls other than to 611 or 911 (these calls may be placed anywhere in the domestic Verizon Wireless coverage area). If the voice block feature is removed, there will be a $0.25 per minute charge for voice calls.
[2]Data usage on this plan is not subject to speed reductions ("throttling") within a given billing cycle. However, in the event data usage exceeds 50 GB each billing cycle for three (3) consecutive billing cycles, data throughput speeds will automatically be reduced for data usage exceeding 50 GB per billing cycle on a go-forward basis. Data usage for actively engaged and deployed fire, police, emergency medical technicians, emergency management agency, and assigned federal law enforcement users on this plan will not be subject to speed reductions regardless of data usage during any billing cycle. To maximize high-speed data use for business applications, video applications will stream at 720p.
This plan includes Mobile Broadband Priority and Preemption services, which are available while on the domestic 4G LTE network.
Mobile Broadband Priority provides a dedicated pool of radio resources to enable Customer connection to the network based on access hierarchy settings on the 4G LTE and 5G Nationwide network. Mobile Broadband Priority identifies the user with an access priority setting which provides that user with network access ahead of users with a lower access setting. Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted. Devices utilized in conjunction with this plan are limited to mobile device applications. Dedicated internet connections (including but not limited to, stationary wireless networking router devices), streaming video on non-smartphone devices (including but not limited to body cameras and stationary video surveillance cameras), and IoT devices are expressly prohibited on this plan.

This plan is available to Select NAICS (formerly SIC) Codes in the following industries at the discretion of Verizon Wireless.

First Responders	Public Safety
National Security	HealthCare
Transportation	Education
Government	Utilities

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Custom 4G Unlimited Mobile Broadband Plan for Laptops with Mobile Broadband Priority and Preemption for Public Safety

Government Liable Subscribers Only

The plan below reflects the monthly access charge discount. No additional discounts apply.

Monthly Access Fee	$20.00 (73728)
Domestic Data Allowance[1]	Unlimited

NOTES: Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. Only 5G Nationwide and 4G LTE laptops can be activated on this plan.

[1]Data usage on this plan is not subject to speed reductions ("throttling") within a given billing cycle. However, in the event data usage exceeds 25 GB each billing cycle for three (3) consecutive billing cycles, data throughput speeds will automatically be reduced to 600kbps for data usage exceeding 25 GB per billing cycle on a go-forward basis. Data usage for actively engaged and deployed fire, police, emergency medical technicians, emergency management agency, and assigned federal law enforcement users on this plan will not be subject to speed reductions regardless of data usage during any billing cycle. To maximize high-speed data use for business applications, video applications will stream at 720p.

This plan includes Mobile Broadband Priority and Preemption. Mobile Broadband Priority provides a dedicated pool of radio resources to enable Customer connection to the network based on access hierarchy settings on the 4G LTE and 5G Nationwide network. Mobile Broadband Priority identifies the user with an access priority setting which provides that user with network access ahead of users with a lower access setting. Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted. Devices utilized in conjunction with this plan are limited to laptop applications. Dedicated internet connections (including but not limited to, stationary wireless networking router devices), streaming video on non-smartphone devices (including but not limited to, body cameras and stationary video surveillance cameras), and IoT devices are expressly prohibited on this plan.

This plan is available to Select NAICS (formerly SIC) Codes in the following industries at the discretion of Verizon Wireless.

First Responders	Public Safety
National Security	HealthCare
Transportation	Education
Government	Utilities

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5G UWB Unlimited Tablet Plan with Priority and Preemption for Public Safety

Government Subscribers Only
This plan is NOT eligible for monthly access fee discounts.

Monthly Access Fee	$20.00
4G LTE and 5G Ultra Wideband Data Allowance[1,2,3]	Unlimited
Plan #	73944

Notes: Coverage includes the Verizon Wireless 5G Ultra Wideband (UWB) network, 5G Nationwide® network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G UWB network. Lines activating on this plan must be on a 5G tablet.

[1]Data usage on this plan is not subject to speed reductions ("throttling") within a given billing cycle. However, in the event data usage exceeds 35 GB each billing cycle for three (3) consecutive billing cycles, data throughput speeds will automatically be reduced to 600kbps for data usage exceeding 35 GB per billing cycle on a go-forward basis.
[2]Data can be used in 4G LTE, 5G Nationwide, or 5G UWB network service areas. A 5G device is required to receive 5G UWB service. **Video Streaming -** to maximize high-speed data use for business applications, video applications will stream at up to 1080p while in 4G LTE and 5G Nationwide network service areas, and will apply video streaming up to 4K while in 5G UWB network service areas.
[3]***Mobile hotspot is not*** available on this plan.

Government Subscribers on this plan cannot place or receive voice calls other than to 611 or 911 (these calls may be placed anywhere in the domestic Verizon Wireless coverage area).

This plan includes Mobile Broadband Priority and Preemption. Mobile Broadband Priority provides a dedicated pool of radio resources to enable Customer connection to the network based on access hierarchy settings on the 4G LTE and 5G Nationwide network. Mobile Broadband Priority identifies the user with an access priority setting which provides that user with network access ahead of users with a lower access setting. Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted.

A brief service outage and device reboot may be required in order for this plan to take effect on existing 5G UWB lines.

This plan is available to Select NAICS (formerly SIC) Codes in the following industries at the discretion of Verizon Wireless.

Public Safety	HealthCare
Transportation	Utilities
Government	Education

5G UWB Unlimited Connected Laptop Plan with Priority and Preemption for Public Safety

Government Subscribers Only
This plan is NOT eligible for monthly access fee discounts.

Monthly Access Fee	$20.00
4G LTE and 5G Ultra Wideband Data Allowance[1,2,3]	Unlimited
Plan #	73964

Notes: Coverage includes the Verizon Wireless 5G Ultra Wideband (UWB) network, 5G Nationwide® network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G UWB network. Lines activating on this plan must be on an eligible 5G connected laptop.

[1]Data usage on this plan is not subject to speed reductions ("throttling") within a given billing cycle. However, in the event data usage exceeds 35 GB each billing cycle for three (3) consecutive billing cycles, data throughput speeds will automatically be reduced to 600kbps for data usage exceeding 35 GB per billing cycle on a go-forward basis.
[2]Data can be used in 4G LTE, 5G Nationwide, or 5G UWB network service areas. A 5G device is required to receive 5G UWB service. **Video Streaming -** to maximize high-speed data use for business applications, video applications will stream at up to 1080p while in 4G LTE and 5G Nationwide network service areas, and will apply video streaming up to 4K while in 5G UWB network service areas.
[3]***Mobile hotspot is not*** available on this plan.

Government Subscribers on this plan cannot place or receive voice calls other than to 611 or 911 (these calls may be placed anywhere in the domestic Verizon Wireless coverage area).

This plan includes Mobile Broadband Priority and Preemption. Mobile Broadband Priority provides a dedicated pool of radio resources to enable Customer connection to the network based on access hierarchy settings on the 4G LTE and 5G Nationwide network. Mobile Broadband Priority identifies the user with an access priority setting which provides that user with network access ahead of users with a lower access setting. Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted.

A brief service outage and device reboot may be required in order for this plan to take effect on existing 5G UWB lines.

This plan is available to Select NAICS (formerly SIC) Codes in the following industries at the discretion of Verizon Wireless.

Public Safety	HealthCare
Transportation	Utilities
Government	Education

5G UWB Jetpack – MiFi Unlimited Plan with Priority and Preemption for Public Safety Government Subscribers Only This plan is NOT eligible for monthly access fee discounts.	
Monthly Access Fee	$39.99
4G LTE and 5G Ultra Wideband Data Allowance[1,2]	Unlimited
Plan #	73977

Notes: Coverage includes the Verizon Wireless 5G Ultra Wideband (UWB) network, 5G Nationwide® network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G UWB network. Lines activating on this plan must be on 5G mobile broadband data devices, including jetpacks, USBs/air cards, netbooks, and notebooks.

[1]Data usage on this plan is not subject to speed reductions ("throttling") within a given billing cycle. However, in the event data usage exceeds 35 GB each billing cycle for three (3) consecutive billing cycles, data throughput speeds will automatically be reduced to 600kbps for data usage exceeding 35 GB per billing cycle on a go-forward basis.
[2]Data can be used in 4G LTE, 5G Nationwide, or 5G UWB network service areas. A 5G device is required to receive 5G UWB service. **Video Streaming -** to maximize high-speed data use for business applications, video applications will stream at up to 1080p while in 4G LTE and 5G Nationwide network service areas, and will apply video streaming up to 4K while in 5G UWB network service areas.

Government Subscribers on this plan cannot place or receive voice calls other than to 611 or 911 (these calls may be placed anywhere in the domestic Verizon Wireless coverage area).

This plan includes Mobile Broadband Priority and Preemption. Mobile Broadband Priority provides a dedicated pool of radio resources to enable Customer connection to the network based on access hierarchy settings on the 4G LTE and 5G Nationwide network. Mobile Broadband Priority identifies the user with an access priority setting which provides that user with network access ahead of users with a lower access setting. Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted.

A brief service outage and device reboot may be required in order for this plan to take effect on existing 5G UWB lines.

This plan is available to Select NAICS (formerly SIC) Codes in the following industries at the discretion of Verizon Wireless.

Public Safety	HealthCare
Transportation	Utilities
Government	Education

5G UWB Unlimited Tablet Plan with Priority and Preemption for First Responders

Government Subscribers Only
This plan is NOT eligible for monthly access fee discounts.

Monthly Access Fee	$20.00
4G LTE and 5G Ultra Wideband Data Allowance[1,2,3]	Unlimited
Plan #	80071

Notes: Coverage includes the Verizon Wireless 5G Ultra Wideband (UWB) network, 5G Nationwide® network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G UWB network. Lines activating on this plan must be on a 5G tablet.

[1]Data usage on this plan is not subject to speed reductions ("throttling") within a given billing cycle. However, in the event data usage exceeds 100 GB each billing cycle, QoS for First Responders will automatically be reduced to QCI 8 premium data for the remainder of the billing cycle.
[2]Data can be used in 4G LTE, 5G Nationwide, or 5G UWB network service areas. A 5G device is required to receive 5G UWB service. **Video Streaming -** to maximize high-speed data use for business applications, video applications will stream at up to 1080p while in 4G LTE and 5G Nationwide network service areas, and will apply video streaming up to 4K while in 5G UWB network service areas.
[3]***Mobile hotspot is not*** available on this plan.

Government Subscribers on this plan cannot place or receive voice calls other than to 611 or 911 (these calls may be placed anywhere in the domestic Verizon Wireless coverage area.

This plan includes Mobile Broadband Priority and Preemption. Mobile Broadband Priority provides a dedicated pool of radio resources to enable Customer connection to the network based on access hierarchy settings on the 4G LTE and 5G Nationwide network. Mobile Broadband Priority identifies the user with an access priority setting which provides that user with network access ahead of users with a lower access setting. Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted.

A brief service outage and device reboot may be required in order for this plan to take effect on existing 5G UWB lines.

This plan is available to Select NAICS (formerly SIC) Codes in the following industries at the discretion of Verizon Wireless.

First Responders	National Security

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5G UWB Unlimited Connected Laptop Plan with Priority and Preemption for First Responders Government Subscribers Only This plan is NOT eligible for monthly access fee discounts.	
Monthly Access Fee	$20.00
4G LTE and 5G Ultra Wideband Data Allowance[1,2,3]	Unlimited
Plan #	80076

Notes: Coverage includes the Verizon Wireless 5G Ultra Wideband (UWB) network, 5G Nationwide® network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G UWB network. Lines activating on this plan must be on an eligible 5G connected laptop.

[1]Data usage on this plan is not subject to speed reductions ("throttling") within a given billing cycle. However, in the event data usage exceeds 100 GB each billing cycle, QoS for First Responders will automatically be reduced to QCI 8 premium data for the remainder of the billing cycle.
[2]Data can be used in 4G LTE, 5G Nationwide, or 5G UWB network service areas. A 5G device is required to receive 5G UWB service. **Video Streaming -** to maximize high-speed data use for business applications, video applications will stream at up to 1080p while in 4G LTE and 5G Nationwide network service areas, and will apply video streaming up to 4K while in 5G UWB network service areas.
[3]***Mobile hotspot is not*** available on this plan.

Government Subscribers on this plan cannot place or receive voice calls other than to 611 or 911 (these calls may be placed anywhere in the domestic Verizon Wireless coverage area).

This plan includes Mobile Broadband Priority and Preemption. Mobile Broadband Priority provides a dedicated pool of radio resources to enable Customer connection to the network based on access hierarchy settings on the 4G LTE and 5G Nationwide network. Mobile Broadband Priority identifies the user with an access priority setting which provides that user with network access ahead of users with a lower access setting. Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted.

A brief service outage and device reboot may be required in order for this plan to take effect on existing 5G UWB lines.

This plan is available to Select NAICS (formerly SIC) Codes in the following industries at the discretion of Verizon Wireless.

First Responders	National Security

5G UWB Jetpack – MiFi Unlimited Plan with Priority and Preemption for First Responders Government Subscribers Only This plan is NOT eligible for monthly access fee discounts.	
Monthly Access Fee	$39.99
4G LTE and 5G Ultra Wideband Data Allowance[1,2]	Unlimited
Plan #	80081

Notes: Coverage includes the Verizon Wireless 5G Ultra Wideband (UWB) network, 5G Nationwide® network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G UWB network. Lines activating on this plan must be on 5G mobile broadband data devices, including jetpacks, USBs/air cards, netbooks, and notebooks.

[1]Data usage on this plan is not subject to speed reductions ("throttling") within a given billing cycle. However, in the event data usage exceeds 100 GB each billing cycle, QoS for First Responders will automatically be reduced to QCI 8 premium data for the remainder of the billing cycle.
[2]Data can be used in 4G LTE, 5G Nationwide, or 5G UWB network service areas. A 5G device is required to receive 5G UWB service. **Video Streaming -** to maximize high-speed data use for business applications, video applications will stream at up to 1080p while in 4G LTE and 5G Nationwide network service areas, and will apply video streaming up to 4K while in 5G UWB network service areas.

Government Subscribers on this plan cannot place or receive voice calls other than to 611 or 911 (these calls may be placed anywhere in the domestic Verizon Wireless coverage area).

This plan includes Mobile Broadband Priority and Preemption. Mobile Broadband Priority provides a dedicated pool of radio resources to enable Customer connection to the network based on access hierarchy settings on the 4G LTE and 5G Nationwide network. Mobile Broadband Priority identifies the user with an access priority setting which provides that user with network access ahead of users with a lower access setting. Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted.

A brief service outage and device reboot may be required in order for this plan to take effect on existing 5G UWB lines.

This plan is available to Select NAICS (formerly SIC) Codes in the following industries at the discretion of Verizon Wireless.

First Responders	National Security

Verizon Wireless offers this pricing utilizing the terms and conditions of the State of Florida ITN No. DMS-19/20-006 please contact your local Verizon Government Sales representative for additional information. ©Verizon2024.

5G Public Safety 2nd Number Smartphone Backup Plan[1] (includes Mobile Broadband Priority) Government Subscribers Only This plan is not eligible for monthly access fee discounts.	
Monthly Access Fee	$10.00
Anytime Minutes in US/Canada/Mexico[2]	Unlimited
Data Allowance in US/Canada/Mexico[2]	250 MB
Data Overage Rate in US/Canada/Mexico[2]	$15.00 per 5 GB
Domestic and International Messaging Allowance[3]	Unlimited
Plan #	75088

Notes: Current coverage details can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Ultra Wideband network, 5G Nationwide® network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network.

Lines activating on this plan must be on 5G Ultra Wideband-compatible, 5G Nationwide, or 4G LTE Dual SIM capable smartphones. This plan is only available on (i) lines activated on non-discounted smartphones, (ii) a device provided by Customer, (iii) a line that is no longer under a Line Term, or (iv) a device purchased at the full retail price. Verizon Wireless feature functionality may be limited if the smartphone was not purchased from Verizon Wireless.

[1]The 5G Public Safety 2nd Number Smartphone Backup Plan provides a secondary line of service with its own mobile number added to a Dual **eSIM** capable smartphone that is compatible with the Verizon Wireless network.
[2]The 5G Public Safety 2nd Number Smartphone Backup Plan includes unlimited voice, and 250 MB of data, in the United States, Mexico, and Canada. If more than 50% of the total voice and data usage in a 60-day period is in Canada or Mexico, use of those services in those countries may be removed or limited. Includes domestic toll-free calling and toll-free calling from the United States to Canada and Mexico.
[3]Unlimited text messaging from within the United States to anywhere in the world where messaging services are available. For other messaging rates go to www.verizonwireless.com.

This plan includes Mobile Broadband Priority. Mobile Broadband Priority provides a dedicated pool of radio resources to enable Customer connection to the network based on access hierarchy settings on the 4G LTE and 5G Nationwide network. Mobile Broadband Priority identifies the user with an access priority setting which provides that user with network access ahead of users with a lower access setting.

This plan is available to Select NAICS (formerly SIC) Codes in the following industries at the discretion of Verizon Wireless.

First Responders	Public Safety
National Security	HealthCare
Transportation	Education
Government	Utilities

Mobile Broadband Priority Feature for National Security, Public Safety, and First Responders Government Liable Subscribers Only	
Monthly Access Fee Per MDN	$0.00 (86124)

Notes: Mobile Broadband Priority provides a dedicated pool of radio resources to enable Customer connection to the network based on access hierarchy settings on the 4G LTE and 5G Nationwide network. Mobile Broadband Priority identifies the user with an access priority setting which provides that user with network access ahead of users with a lower access setting.

This plan is available to Select NAICS (formerly SIC) Codes in the following industries at the discretion of Verizon Wireless.

First Responders	Public Safety
National Security	HealthCare
Transportation	Education
Government	Utilities

Verizon Wireless offers this pricing utilizing the terms and conditions of the State of Florida ITN No. DMS-19/20-006 please contact your local Verizon Government Sales representative for additional information. ©Verizon2024.

Verizon Wireless Preemption Service Feature for National Security, Public Safety, and First Responders **Government Liable Subscribers Only**	
Monthly Access Fee Per MDN	$0.00 (86428 Basic/Smart Phone and 86433 Non-Phone)

Notes: Preemption Service ("Preemption") is a capability that reallocates network resources to customers so that they can connect in emergencies. In those uncommon times when the network is fully utilized, Preemption automatically activates to provide approved personnel uninterrupted access to the network. This service helps national security, public safety, and first responder customers continue to communicate with each other during times of high network use. Preemption capability is available on the Verizon Wireless 4G LTE data network. While Preemption capability may also be available on the networks of Verizon Wireless's domestic roaming partners, Verizon Wireless makes no representation of Preemption availability or reliability on such networks. Preemption is limited to select service rate plans and cannot be used in conjunction with devices or service plans utilized with dedicated internet connections (including but not limited to, stationary wireless networking router devices), streaming video on non-smartphone devices (including but not limited to, body cameras and stationary video surveillance cameras), and IoT devices are expressly prohibited from using this feature. Please note: calls to 911 are never preempted.

This plan is available to Select NAICS (formerly SIC) Codes in the following industries at the discretion of Verizon Wireless.

First Responders	Public Safety
National Security	HealthCare
Transportation	Education
Government	Utilities

Verizon Frontline Network Slice: Connected Vehicle Solution with Mobile Broadband Priority and Preemption[1] First Responder Subscribers Only This plan is not eligible for monthly access fee discounts.	
Monthly Access Fee	$30.00
VFNS, 5G Ultra Wideband and 4G LTE Data Allowance[2]	Unlimited
Plan #	77158

Notes: Verizon Wireless will provide Customer with the Verizon Frontline Network Slice (VFNS) - Connected Vehicle solution where 5G is available, in select markets. Pre-qualification is required. The VFNS - Connected Vehicle solution is only available on the Verizon Wireless 5G Nationwide® network and 5G Ultra Wideband (UWB) network. The VFNS - Connected Vehicle solution may fall back to the 4G LTE network if the Verizon Wireless 5G Nationwide network or 5G Ultra Wideband network becomes temporarily unavailable. A VFNS-compatible 5G router and antenna installed in mobile vehicle units are required to activate lines on this plan.

[1]This is a data-only plan.
[2]Data usage on this plan is not subject to speed reductions ("throttling").

This plan includes Mobile Broadband Priority and Preemption services on Verizon Wireless's end-to-end network for First Responders. Mobile Broadband Priority identifies the user with an access priority setting, giving the user higher priority for network access than lower access class users. Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted.

While the best performance will be experienced in 5G VFNS coverage areas, Customer will still experience improved performance with Mobile Broadband Priority and Preemption services while in Verizon Wireless 5G Nationwide and 4G LTE network service areas.

This plan is limited to usage only with a VFNS-compatible 5G router installed within a mobile vehicle unit and devices utilized in conjunction with this plan are limited to devices within the mobile vehicle unit. Prohibited uses include, but are not limited to, (i) any usage of the VFNS-compatible 5G router outside of the mobile vehicle unit; (ii) any dedicated internet connections (including but not limited to, stationary wireless networking router devices); and (iii) stationary video surveillance cameras, and IoT devices.

In order to protect its network, Verizon Wireless reserves the right to modify or discontinue this service at any time to Customer for (i) abusive content or data that excessively contributes to congestion on Verizon Wireless's network; or (ii) in a manner that, in Verizon Wireless's sole discretion, has an adverse impact on its network, operations, or customers.

*** A brief service outage and device reboot may be required in order for the new plan to take effect. Verizon Wireless may proactively contact Customer to facilitate a plan migration.**

This plan is available to Select NAICS (formerly SIC) Codes in the following industries at the discretion of Verizon Wireless.

First Responders only	
Police Protection	Fire Protection (except private)
Ambulance Services/EMS	National Security

State of Florida Contract No: DMS-19/20-006

Verizon Wireless offers this pricing utilizing the terms and conditions of the State of Florida ITN No. DMS-19/20-006 please contact your local Verizon Government Sales representative for additional information. ©Verizon2024.

4G/5G Public Safety Bodycam Shared Data Plans
National Security, Public Safety, and First Responders
Government Subscribers Only
These plans are NOT eligible for monthly access fee discounts.

Monthly Access Fee	$5.00	$7.50	$15.00	$20.00
4G/5G Nationwide and 5G Ultra Wideband Shared Data Allowance in U.S.[1,2]	500 MB	1 GB	3 GB	5 GB
Domestic Data Overage Rate	$5.00 per GB			
Plan #	63689	63690	63732	63735

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Ultra Wideband (UWB) network, 5G Nationwide® network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G UWB network. Lines activating on these plans must be on 5G UWB-compatible, 5G Nationwide, or 4G LTE mobile broadband devices.

[1]A 5G device is required to receive 5G UWB service.

[2] Devices activated on these plans cannot be used outside of the United States.

Data Sharing: Lines on the same billing account on custom share plans with the same data overage rate can share data. At the end of each billing cycle, any unused data allowances will be applied to the overages of other lines, beginning with the line with the lowest overage.

These plans include Domestic Mobile Broadband Priority and Domestic Preemption. Mobile Broadband Priority provides a dedicated pool of radio resources to enable Customer connection to the network based on access hierarchy settings on the 4G LTE and 5G Nationwide network. Mobile Broadband Priority identifies the user with an access priority setting which provides that user with network access ahead of users with a lower access setting. Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted.

*** A brief service outage and device reboot may be required in order for the new plan to take effect. Verizon Wireless may proactively contact Customers to facilitate a plan migration.**

These plans are available to Select NAICS (formerly SIC) Codes in the following industries at the discretion of Verizon Wireless.

First Responders	Public Safety
National Security	HealthCare
Transportation	Education
Government	Utilities

Verizon Wireless offers this pricing utilizing the terms and conditions of the State of Florida ITN No. DMS-19/20-006 please contact your local Verizon Government Sales representative for additional information. ©Verizon2024.

DNS Safeguard Plus Feature for Public Safety
National Security, Public Safety, and First Responders
Government Liable Subscribers Only

Mission Critical

These features are not eligible for access discounts.

DNS Safeguard Plus Feature for Public Safety is a network feature that will provide enhanced Domain Name Service (DNS) security for Responder Private Core customers to proactively detect and prevent cyber attacks.

Code	Description	Device Provisioning	Monthly Access Fee
87898	DNS Safe Guard Plus RPC PS	Android and other OS devices only (Non-Apple). Provisions PSINTERNET and DNS Security Plus	$0.00
87901	DNS Safe Guard Plus RPC PS APPLE	Apple Devices only (Smartphones and tablets). Provisions PSINTERNET and DNS Security Plus.	$0.00

Note: These features are stacked with Responder Private Core Internet Access Core as a mandatory feature. The DNS Safeguard Plus features are not compatible with Wireless Private Network, Private Network Traffic Management, or One Talk. These features are open to all plans and devices as allowed with Responder Private Core Internet Access Core.

These features are available to National Security, Public Safety, and First Responder customers only as defined by the following NAICS (formerly SIC) Codes:

National Security / First Responders / Public Safety • 485111 Mixed Mode Transit Systems (Rail & Buses) • 485112 Commuter Rail Systems • 621910 Ambulance Services • 922110 Courts • 922120 Police Protection • 922130 Legal Counsel and Prosecution • 922140 Correctional Institutions • 922150 Parole Offices and Probation Offices • 922160 Fire Protection (except private) • 922190 Other Justice, Public Order, and Safety Activities • 923120 Administration of Public Health Programs	• 928110 National Security • 926120 Regulation and Administration of Transportation Programs • 926150 Regulation, Licensing, and Inspection of Commercial Sectors • 926130 Regulation and Administration of Comms, Electric, Gas, Utilities • 921150 American Indian and Alaska Native Tribal Governments • 921190 Other General Government Support • 921110 Executive Offices

DNS Safeguard Plus Feature for Public Sector National Security, Public Safety, and First Responders

Government Liable Subscribers Only

Mission Critical

DNS Safeguard Plus Feature for Public Sector is a network feature that will provide enhanced Domain Name Service (DNS) security for Responder Private Core customers to proactively detect and prevent cyberattacks.

Code	Description	Device Provisioning	Monthly Access Fee
87896	DNS Safe Guard Plus RPC PS	Android and other OS devices only (Non-Apple). Provisions PSINTERNET and DNS Security Plus	$1.25
87900	DNS Safe Guard Plus RPC PS APPLE	Apple Devices only (Smartphones and tablets). Provisions PSINTERNET and DNS Security Plus.	$1.25

Note: These features are stacked with Responder Private Core Internet Access Core as a mandatory feature. The DNS Safeguard Plus features are not compatible with Wireless Private Network, Private Network Traffic Management, or One Talk. These features are open to all plans and devices as allowed with Responder Private Core Internet Access Core.

These features are available to National Security, Public Safety, and First Responder customers only as defined by the following NAICS (formerly SIC) Codes:

Water
924110 Water Infrastructure
221320 Sewage Treatment Facilities
221310 Water Supply and Irrigation Systems

Transportation
482111 Railway Transportation
481111 Passenger Air Transportation
481112 Freight Air Transportation
483111 Shipping Transportation
491110 Postal Service

Information Technology
541512 Computer Integration
541519 Computer Disaster Recovery

Chemical
561612 Protective Services
541330, 541690 Chemical Engineering and

Consulting
239210 Pharmaceutical

Communications
517110 Telecommunications, Wired
517212 Cellular and other Wireless

Telecommunications
238210, 334290 and 561620 Alarm Systems

Critical Manufacturing
237310 Highway, Street and Bridge Construction
811310 Industry Equipment Repair
236210 Industrial Building Construction
211113 Extraction;
236220 Construction Management

Energy
333611 Wind Turbine
221111 Hydroelectric Power Generation
221122 Electric Power Distribution
221118 Other Electric Power Generation
221210 Natural Gas Distribution
221113 Nuclear Electric Power Generation
562211 Hazardous Waste Treatment and Disposal

Healthcare and Public Health
621112 Health Care Practitioners
923120 Public Health Programs

DNS Safeguard Advance Feature for Public Safety and Public Sector
National Security, Public Safety, and First Responders
Government Liable Subscribers Only

Mission Critical

DNS Safeguard Advance Feature for Public Sector is a network feature that will provide enhanced Domain Name Service (DNS) security for Responder Private Core customers to proactively detect and prevent cyber attacks.

Code	Description	Device Provisioning	Monthly Access Fee
87897	DNS Safe Guard Adv RPC	Android and Other OS Devices only (Non-Apple) Smartphones, Tablets, Routers, Modems, etc. Provisions PSINTERNET and DNS Security Advanced.	$2.00
87899	DNS Safe Guard Adv RPC APPL	Apple Devices only (Smartphones and tablets). Provisions PSINTERNET and DNS Security Advanced.	$2.00

Note: These features are stacked with Responder Private Core Internet Access Core as a mandatory feature. The DNS Safeguard Advance features are not compatible with Wireless Private Network, Private Network Traffic Management, or One Talk. These features are open to all plans and devices as allowed with Responder Private Core Internet Access Core.
These features are available to National Security, Public Safety, and First Responder customers only as defined by the following NAICS (formerly SIC) Codes:

National Security / First Responders / Public Safety
621910 Ambulance Service
922110 Courts
922120 Police Protection
922130 Legal Counsel and Prosecution
922140 Correctional Institutions
922150 Parole Offices and Probation Offices
922160 Fire Protection (except private)
922190 Other Justice, Public Order and Safety Activities
928110 National Security
921190 Other General Government Support
921110 Executive Offices
921150 American Indian/Alaska Native Tribal Governments

Water
924110 Water Infrastructure
221320 Sewage Treatment Facilities
221310 Water Supply and Irrigation Systems

Transportation
482111 Railway Transportation
481111 Passenger Air Transportation
481112 Freight Air Transportation
483111 Shipping Transportation
926120 Transportation Administration
491110 Postal Service

Public Transportation
926120 Regulation and Administration of Transportation Programs
485111 Mixed Mode Transit Systems (Rail & Buses)
485112 Commuter Rail Systems

Information Technology
541512 Computer Integration
541519 Computer Disaster Recovery

Chemical
561612 Protective Services
541330, 541690 Chemical Engineering and Consulting
239210 Pharmaceutical

Communications
517110 Telecommunications, Wired
517212 Cellular and other Wireless **Telecommunications**
238210, 334290 and 561620 Alarm Systems

Critical Manufacturing
237310 Highway, Street and Bridge Construction
811310 Industry Equipment Repair
236210 Industrial Building Construction
211113 Extraction
236220 Construction

Management
926150 Regulation, Licensing and Inspection of Miscellaneous Commercial Sectors

Energy
333611 Wind Turbine
221111 Hydroelectric Power Generation
221122 Electric Power Distribution
221118 Other Electric Power Generation
221210 Natural Gas Distribution
926130 Regulation and Administration of Communications, Electric, Gas and Other Utilities
221113 Nuclear Electric Power Generation
562211 Hazardous Waste Treatment and Disposal

Healthcare and Public Health
621112 Health Care Practitioners
923120 Public Health Programs

Verizon Wireless is pleased to introduce you to our Enterprise Messaging Service for Public Safety, which allows you to send high volumes of SMS messages in a fast, secure and efficient way. The attached terms and conditions of the Service will update your current Verizon Wireless agreement.

Enterprise Messaging (Open Market)

These plans are being offered as Open Market.

Contingent upon execution of a Blanket Purchase Agreement between the parties

Enterprise Gateway for Public Safety Enterprise Messaging for Public Safety is NOT eligible for monthly access fee discounts		
# Messages Included	**Monthly Access**	**Per Message Rate After Allowance**
Public Safety Unlimited* (83431)	$0.00 (For Public Safety/First Responders only as defined below*)	N/A
Note: This plan is limited to Verizon On-Net Messaging Only and customers are not provided with an Inter-Carrier code for this offer; therefore, this plan does not even attempt best effort delivery to other carriers.		

Enhanced Messaging Plans SMS Only for EMAG Enhanced Plans The monthly access fee discounts are reflected in the pricing below. ***NO*** Further discounts apply.		
# Messages Included	**Monthly Access**	**Per Message Rate After Allowance**
Enhanced Public Safety Unlimited* (67772)	$0.00 (For Public Safety/First Responders only as defined below*)	N/A
Note: This plan is text only (SMS only, not MMS) for business customers who need to send bulk messaging to Verizon and non-Verizon devices. For cross-carrier messaging, the customer must pay special attention to the Third-Party spam filtering guidelines in the Resources section.		

*The $0.00 Monthly Access Unlimited plan and the $0 Enhanced Messaging Plans above are only available to Public Safety/First Responders classified with the following NAICS Codes:

485111 Mixed Mode Transit Systems (Rail & Buses)	922190 Other Justice, Public Order, and Safety Activities
485112 Commuter Rail Systems	923120 Administration of Public Health Programs
621910 Ambulance Services	928110 National Security
922110 Courts	926120 Regulation and Administration of Transportation Programs
922120 Police Protection	926150 Regulation, Licensing, and Inspection of Commercial Sectors
922130 Legal Counsel and Prosecution	926130 Regulation and Administration of Comms, Electric, Gas, Utilities
922140 Correctional Institutions	921150 American Indian and Alaska Native Tribal Governments
922150 Parole Offices and Probation Offices	921190 Other General Government Support
922160 Fire Protection (except private)	921110 Executive Offices

The monthly access fee discounts are reflected in the pricing below. ***NO*** further discounts apply.			
Text Only (SMS)			
# Messages Included		**Monthly Access**	**Per Message Rate After Allowance**
15,000	(98209)	$37.50	$0.01
100,000	(98212)	$150	$0.01
500,000	(98213)	$731.25	$0.01
1,000,000	(98215)	$1,387.50	$0.01
5,000,000	(98233)	$6,750	$0.005

Note: This feature is limited to Verizon On-Net Messaging Only and customers are not provided with an Inter-Carrier code for this offer; therefore, this plan does not even attempt best effort delivery to other carriers.			
Text & Multimedia (SMS/MMS)			
# Messages Included		**Monthly Access**	**Per Message Rate After Allowance**
15,000	(98234)	$75	$0.02
100,000	(98235)	$300	$0.02
500,000	(98236)	$1,462.50	$0.02
1,000,000	(98238)	$2,775	$0.02
5,000,000	(98239)	$13,500	$0.01

Enhanced Messaging Features SMS Only for EMAG Enhanced Features The monthly access fee discounts are reflected in the pricing below. ***NO*** Further discounts apply.			
Enhanced Messaging Features (SMS Only)			
# Messages Included		**Monthly Access**	**Per Message Rate After Allowance**
15,000	(22041)	$75	$0.02
100,000	(22054)	$468.75	$0.02
500,000	(22088)	$2,250	$0.015
1,000,000	(22119)	$4,200	$0.013
5,000,000	(22127)	$20,250	$0.008
Note: This plan is text only (SMS only, not MMS) for business customers who need to send bulk messaging to Verizon and non-Verizon devices. For cross-carrier messaging, the customer must pay special attention to the Third-Party spam filtering guidelines in the Resources section.			

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Group First Response provides the next tier, in terms of Push To Talk features. Specifically it allows, fast setup time, ability to handle very large groups, and a strong security and priority handling. Group First Response is based on international 3GPP standards (Mission Critical Push To Talk (MCPTT)) that ensures that the user gets "LMR like" features

Group First Response for National Security, Public Safety, and First Responders

Government Subscribers Only

Features are NOT eligible for monthly access discounts.

Description	Feature Code	Monthly Access Fee
^Group First Response[1]	87781	$23.75
Push to Talk Plus Video[1]	87787	$20.00

Note: Group First Response features work with 5G Nationwide@ network and 4G network plans. For avoidance of doubt, Verizon's 5G Nationwide@ network is a separate network from Verizon's 5G Ultra-Wideband network.

[1]**Group First Response is a Push to Talk Plus bolt-on feature. All lines must have a Push to Talk Plus feature to be eligible to purchase Group First Response and/or Push To Talk Plus Video.**

^As a condition for accessing and using Group First Response, the Purchasing Entity must have authorized access from Verizon to use Responder Private Core Internet Access.

Group First Response compatible device required. Group First Response is only supported on certain devices, as it requires the device to support specific hardware capabilities.

****Disclaimer: These direct services (plus any development or modification of software related to the services) may be performed outside of the borders of the United States, and restricted and sensitive data or other secure or sensitive data or personal customer data, may be collected, developed, analyzed, or otherwise used or obtained by persons or entities working outside the boundaries of the United States. These services cannot be subject to any requirements to limit the performance of the services or storage of data within the United States and should not be ordered if these are requirements in your jurisdiction.**

These features are available to National Security, Public Safety, and First Responder customers only as defined by the below NAICS (formerly SIC) codes.

National Security/ First Responders / Public Safety • 485111 Mixed Mode Transit Systems (Rail & Buses) • 485112 Commuter Rail Systems • 621910 Ambulance Services • 922110 Courts • 922120 Police Protection • 922130 Legal Counsel and Prosecution • 922140 Correctional Institutions • 922150 Parole Offices and Probation Offices • 922160 Fire Protection (except private) • 922190 Other Justice, Public Order, and Safety **Activities** • 923120 Administration of Public Health Programs	• 928110 National Security • 926120 Regulation and Administration of Transportation Programs • 926150 Regulation, Licensing, and Inspection of Commercial Sectors • 926130 Regulation and Administration of Comms, Electric, Gas, Utilities • 921150 American Indian and Alaska Native Tribal **Governments** • 921190 Other General Government Support • 921110 Executive Offices

Group First Response for Non Public Safety Customers

Features are NOT eligible for monthly access discounts.

Description	Feature Code	Monthly Access Fee
^Group First Response[1]	89355	$30.00
Push to Talk Plus Video[1]	87787	$20.00

Note: Group First Response features work with 5G Nationwide@ network and 4G network plans. For avoidance of doubt, Verizon's 5G Nationwide@ network is a separate network from Verizon's 5G Ultra-Wideband network.

[1]**Group First Response is a Push to Talk Plus bolt-on feature. All lines must have an active Push to Talk Plus feature to be eligible to purchase Group First Response and/or Push To Talk Plus Video.**

^Group First Response requires each line to have Responder Private Core Internet Access (RPC IAC) on their lines to enable the feature.

Group First Response compatible device required. Group First Response is only supported on certain devices, as it requires the device to support specific hardware capabilities.

****Disclaimer: These direct services (plus any development or modification of software related to the services) may be performed outside of the borders of the United States, and restricted and sensitive data or other secure or sensitive data or personal customer data, may be collected, developed, analyzed, or otherwise used or obtained by persons or entities working outside the boundaries of the United States. These services cannot be subject to any requirements to limit the performance of the services or storage of data within the United States and should not be ordered if these are requirements in your jurisdiction.**

These features are available to the below NAICS codes.

Water
924110 Water Infrastructure
221320 Sewage Treatment Facilities
221310 Water Supply and Irrigation Systems

Transportation
482111 Railway Transportation
481111 Passenger Air Transportation
481112 Freight Air Transportation
483111 Shipping Transportation
491110 Postal Service

Information Technology
541512 Computer Integration
541519 Computer Disaster Recovery

Chemical
561612 Protective Services
541330, 541690 Chemical Engineering and

Consulting
239210 Pharmaceutical

Communications
517110 Telecommunications, Wired
517212 Cellular and other Wireless

Telecommunications
238210, 334290 and 561620 Alarm Systems

Critical Manufacturing
237310 Highway, Street and Bridge Construction
811310 Industry Equipment Repair
236210 Industrial Building Construction
211113 Extraction;
236220 Construction Management

Energy
333611 Wind Turbine
221111 Hydroelectric Power Generation
221122 Electric Power Distribution
221118 Other Electric Power Generation
221210 Natural Gas Distribution
221113 Nuclear Electric Power Generation
562211 Hazardous Waste Treatment and Disposal

Healthcare and Public Health
621112 Health Care Practitioners
923120 Public Health Programs

Education
610000 Educational Services
611110 Elementary and Secondary Schools
611200 Junior Colleges
611300 Colleges, Universities, and Professional Schools
611400 Business Schools and Computer and Management Training
611500 Technical and Trade Schools

Group First Response Dispatch and Video Bundles Government Subscribers Only License bundles are NOT eligible for a monthly access discount			
Description	**License Bundles**	**Frequency**	**Price**
Dispatch Group Command With Video	DIS_PTT_GROUP_CMD_VIDEO	Monthly	$300.00
Dispatch Group Advance with LMR and Video	DIS_PTT_GROUP_ADV_LMR_VIDEO	Monthly	$281.00
Dispatch Group Command with LMR and Video	DIS_PTT_GROUP_CMD_LMR_VIDEO	Monthly	$306.00
Dispatch PTT+ with LMR and Video	DIS_PTT_LMR_VIDEO	Monthly	$236.00
Dispatch Group Advance with Video	DIS_PTT_GROUP_ADV_VIDEO	Monthly	$275.00
Dispatch PTT+ with Video	DIS_PTT_VIDEO	Monthly	$230.00
PTT Cross Carrier Group Advance LMR Video	PTT_CC_GROUP_ADV_LMR_VIDEO	Monthly	$35
PTT Cross Carrier Group Advance Video	PTT_CC_GROUP_ADV_VIDEO	Monthly	$29
PTT Cross Carrier Group Command LMR Video	PTT_CC_GROUP_CMD_LMR_VIDEO	Monthly	$41
PTT Cross Carrier Group Command Video	PTT_CC_GROUP_CMD_VIDEO	Monthly	$35
PTT Cross Carrier LMR Video	PTT_CROSS_CARRIER_LMR_VIDEO	Monthly	$31
PTT Cross Carrier Video	PTT_CROSS_CARRIER_VIDEO	Monthly	$25
PTT Tablet Group Advance LMR Video	PTT_TABLET_GROUP_ADV_LMR_VIDEO	Monthly	$35
PTT Tablet Group Advance Video	PTT_TABLET_GROUP_ADV_VIDEO	Monthly	$29
PTT Tablet Group Command LMR Video	PTT_TABLET_GROUP_CMD_LMR_VIDEO	Monthly	$41
PTT Tablet Group Command Video	PTT_TABLET_GROUP_CMD_VIDEO	Monthly	$35
PTT Tablet LMR Video	PTT_TABLET_LMR_VIDEO	Monthly	$31
PTT Tablet Video	PTT_TABLET_VIDEO	Monthly	$25
Note: All Licenses must have a Group First Response compatible device with an active Push to Talk Plus and MCPTT feature to be eligible to purchase Group First Response Dispatch and Video Bundles.			

Description	**License Bundles**	**Frequency**	**Price**
PTT Dispatch Group First Response	DISP_PTT_GFR	Monthly	$300
PTT Dispatch LMR Group First Response	DISP_PTT_LMR_GFR	Monthly	$306
PTT Dispatch Video LMR Group First Response	DISP_PTT_LMR_VIDEO_GF R	Monthly	$506
PTT Dispatch Video Group First Response	DISP_PTT_VIDEO_GFR	Monthly	$500
Note: All Licenses must have a Group First Response compatible device with an active MCPTT feature to be eligible to purchase Group First Response Dispatch and Video Bundles.			

Push to Talk Plus Group Advanced Feature Only (when added to a Basic/Smartphone Device with PTT+) No additional discounts apply.	
Basic/Smartphone Device Feature (87381)	$3.00

Note: Group Advanced cannot be added to any device without Domestic Push To talk Plus. Push To Talk Plus requires a PTT+ capable device. Customers cannot combine Group Command and Group Advanced on the same device.

The new Group Advanced features include:

- Large Groups. Increased group sizes up to 3000 members.
- Urgent Calling. Urgent calling can be initiated by a user or remotely by an authorized user. This call provides a distinct tone and is the highest priority call within the PTT+ application.
    - If a Dispatch license is the "Authorized User," the location of the Urgent Caller displays on the map.
    - Either the Initiator of the call or the Authorized User can end the "urgent call".
    - The "destination" of Urgent call must be on PTT+ client version R9.0 or later.
- Location-Based Temporary Groups. These are dispatcher-managed geographic groups. Members inside the geographic area can be added to Dispatch selected contacts or pre-defined groups.
    - Requires new PTT+ Group Advanced Dispatch software license.

Note: Push to Talk Group Advanced requires Push to Talk Plus (PTT+).

Group Advanced Feature Requirements

- PTT+ Group Advanced feature requires the Push to Talk Plus (PTT+) feature.
- At launch (3/28/19), this bundle only works on smartphones. Select basic devices are supported, beginning in 2Q2019.
- End users must upgrade the PTT+ application to R9.0.0 or later (available in stores on 3/28/19) for the functionality to show on devices as well as the PTT+ management portal (ECM).
- PTT+ Group Advanced works with the optional LMR feature/functionality.

PTT+ Portal Information

- Large Groups
    - Within the PTT+ portal (ECM), there is a new group type "Large Group" under the Create Groups tab. When the group is created, only those contacts with the new PTT+ Group Advanced feature / SKU can be added to the group.
- Urgent Calling
    - The company POC is able to set the "Authorized User" as well as the primary and secondary contacts that are recipients when the Urgent Call is initiated. "Authorized users" also have to have the PTT+ Group Advanced feature / SKU.
- Location-Based Temporary Groups
    - No impact on the PTT+ management portal (ECM).

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Push to Talk Plus Group Command Feature Only (when added to a Basic/Smartphone Device with PTT+) No additional discounts apply.	
Basic/Smartphone Device Feature (87382)	$7.50

Note: Group Command cannot be added to any device without Domestic Push To talk Plus. Push To Talk Plus requires a PTT+ capable device. Customers cannot combine Group Advanced and Group Command on the same device.

The new features, effective 5/2/19, include:

- Discreet listening. Enables an authorized user or dispatcher to remotely listen to a user's PTT+ voice communication.
- User Check. Allows an authorized PTT+ user or dispatcher to obtain user information from another Group Command user, such as:
  - Presence and location
  - Device signal strength (Wi-Fi and cellular)
  - Device battery level
- Enable/Disable Radio
  - The ability to temporarily remove a device from a group conversation
- Includes Group Advanced functionality (large groups and urgent calling)

Group Command Feature Requirements

PTT+ Group Command feature requires Push to Talk Plus (PTT+) feature

- This bundle works on Smartphones, Tablets and basic phones
- End users must upgrade the PTT+ application to R9.0.0 or later (available in stores on 3/28/2019) for the functionality to show on both the device as well as the PTT+ management portal (ECM).
- End users MUST enable RADIO MODE for the PTT+ Group Command features to work
- PTT+ Group Command SFO works with the optional LMR feature / functionality
- PTT+ Group Advanced and PTT+ Group Command features are mutually exclusive

Push to Connect – (PTT+)

Customers who use Smartphones, Tablets and basic phones are able to leverage Push to Connect to:

- Share pictures and videos from Gallery, as well as use native device camera
- Share location (current location or meeting location)
- Group Supervisor can set a Geofence, and receive messages when members come or leave area
- Leave a voice message, or create a voice message, and send to an individual or a group
- Send a PDF file to a contact or group

For customers who are familiar with PTT+ LMR Interoperability, PTT+ now has an optional "LMR Client" look, which provides a streamlined interface which simplifies the user experience to 1 screen.

Customers can now leverage Web Browsers to access the PTT+ Dispatch solution, rather than downloading software.

Verizon also has a developer portal for any third-party companies that are interested in integrating the PTT+ voice functionality (developer.pushtotalkplus.com)

PTT+ also has an option to preset the PTT+ button (Programmable key) to a contact or group and works, even when the security screen is enabled.

Verizon offers different levels of Professional Services to facilitate the installation/integration of this functionality. See LMR Interop Professional Services in Detail.

Group Command Software Sku's No additional discounts apply.			
SKU Name	SKU Description	Term	Cost
PTT+ Group Command for Dispatch	PTT+ Group Command for Dispatch includes PTT+ for Dispatch functionality and support for PTT+ Group Command features (large group and urgent calling).	Monthly (658952)	$100.00
PTT+ Group Command for Dispatch-LMR	PTT+ Group Command for Dispatch-LMR includes support for PTT+ Group Command features (large group and urgent calling), LMR Interoperability, and PTT+ for Dispatch features.	Monthly (658953)	$106.00
PTT+ Group Command for Cross-Carrier	PTT+ Group Command for Cross Carrier-LMR supports the PTT+ Group Command functionality (large group and urgent calling), LMR interoperability including base PTT+ functionality. This works on a variety of Android and iOS phones. Supports PTT+ functionality on AT&T, Sprint and T-Mobile devices.	Monthly (658954)	$11.25
PTT+ Group Command for Cross Carrier-LMR	PTT+ Group Command for Cross Carrier-LMR supports the PTT+ Group Command functionality (large group and urgent calling), LMR interoperability including base PTT+ functionality. This works on a variety of Android and iOS phones. Supports PTT+ functionality on AT&T, Sprint and T-Mobile devices.	Monthly (658955)	$15.75
PTT+ Group Command for Tablet	PTT+ Group Command for Tablet supports the PTT+ Group Command functionality (large group and urgent calling) including base PTT+ functionality. Works on a variety of 4G LTE and WiFi Android and iOS tablets.	Monthly (658956)	$11.25
PTT+ Group Command for Tablet-LMR	PTT+ Group Command for Tablet-LMR supports the PTT+ Group Command functionality (large group and urgent calling), LMR interoperability, and includes base PTT+ functionality. Works on a variety of 4G LTE and WiFi Android and iOS tablets.	Monthly (658957)	$15.75

Group Advanced Software Sku's No additional discounts apply.			
PTT+ Group Advanced for Dispatch	PTT+ Group Advanced for Dispatch includes PTT+ for Dispatch functionality and support for PTT+ Group Advanced features (large group and urgent calling).	Monthly (657452)	$75.00
PTT+ Group Advanced for Dispatch LMR includes PTT+ for Dispatch functionality and support for PTT+ Group Advanced features (large group and urgent calling).	PTT+ Group Advanced for Dispatch-LMR includes support for PTT+ Group Advanced features (large group and urgent calling), LMR Interoperability, and PTT+ for Dispatch features.	Monthly (657453)	$81.00
PTT+ Group Advanced for Cross-Carrier	PTT+ Group Advanced for Cross Carrier supports the PTT+ Group Advanced functionality (large group and urgent calling) including base PTT+ functionality. This works on a variety of Android and iOS phones. Supports PTT+ functionality on AT&T, Sprint and T-Mobile devices.	Monthly (657454)	$6.75
PTT+ Group Advanced for Cross Carrier-LMR	PTT+ Group Advanced for Cross Carrier-LMR supports the PTT+ Group Advanced functionality (large group and urgent calling), LMR interoperability including base PTT+ functionality. This works on a variety of Android and iOS phones. Supports PTT+ functionality on AT&T, Sprint and T-Mobile devices.	Monthly (657455)	$11.25
PTT+ Group Advanced for Tablet	PTT+ Group Advanced for Tablet supports the PTT+ Group Advanced functionality (large group and urgent calling) including base PTT+ functionality. Works on a variety of 4G LTE and WiFi Android and iOS tablets.	Monthly (657456)	$6.75
PTT+ Group Advanced for Tablet-LMR	PTT+ Group Advanced for Tablet-LMR supports the PTT+ Group Advanced functionality (large group and urgent calling), LMR interoperability, and includes base PTT+ functionality. Works on a variety of 4G LTE and WiFi Android and iOS tablets.	Monthly (657457)	$11.25
Note: Sku's are not interchangeable. Group advance Sku's must be used with the group advanced feature code and Group command Sku's must be used with the group command feature code.			

Interoperability

Mission Critical

Interoperability licenses are not eligible for any further discounts.

Software Sku's

Sku	Sku Description	Pricing Frequency	Price
U960-985-005-GOV	Public Safety IWS Edge Clients[1]	Monthly	$139.95
U960-991-001-GOV	Public Safety Multimedia PTT Clients[2]	Monthly	$7.95

U960-610-001-GOV	Public Safety Radio Gateway Interconnection[3]	Monthly	$39.95
U960-240-001-GOV	Public Safety Video Gateway Interconnection[4]	Monthly	$46.95
U960-260-001-GOV	Public Safety Telephone Interconnection[5]	Monthly	$19.98
U961-985-001-GOV	Public Safety Soft Panic SW[6]	Monthly	$112.50
Hardware Sku's One time charge			
Sku	**Sku Description**	**Pricing Frequency**	**Price**
U980-100-001	All Network provisioning	One time	$795.00
U990-800-001	All Staging Testing	One time	$300.00
U500-614-001	4 PORT HW RADIO GATEWAY	One Time	$3,000.00
U500-612-001	2 PORT HW RADIO GATEWAY	One Time	$2,400.00
U500-610-001	1 PORT HW RADIO GATEWAY	One Time	$1,995.00
M840-475	VIDEO STREAMING DEVICE	One Time	$2,100.00
M400-351	SMART CABLE FOR VIDEO SCARPING	One Time	$399.00

Note: Coverage includes the Verizon Wireless 4G network only. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. Lines activating on these plans must be on 4G HD voice-capable smartphones.

Mutualink solution provides the interoperability required when an active incident occurs (robbery, shooting etc.), and there is a need for different public safety agencies, schools, or commercial establishments to work together. Specifically allow all parties to exchange video, files (e.g. floor plans), messages, in addition to instant Push To Talk for voice communication.

Interoperability – Mutualink solution improves collaboration (Audio, Video, Data) during emergencies in real-time. Overcome silos by enabling you to share information, between first responders, schools, and private security personnel, when you need it.

1. IWS Edge Client – Has a way of allowing drag and drop of participants and creating an active incident. Sharing audio/video data.
2. Multimedia PTT Client – Group communication to share audio/video data.
3. Radio Gateway Interconnection – Monthly charge for connecting the radio gateway to the hosted solution
4. Video Gateway Interconnection - Monthly charge for connecting the radio gateway to the hosted solution
5. Telephone Interconnection - Monthly charge for connecting the radio gateway to the hosted solution (Wireline)
6. Soft Panic SW – Allows customer to create an incident with predefined participants automatically

**** The above Sku's are mutually exclusive from one another. They cannot be used on the same MDN at the same time****

Private Responder Core Service for National Security, Public Safety, and Emergency Preparedness

Government Liable Subscribers Only.

	Mission Critical
Monthly Access Fee	**$0.00**
Verizon Wireless Private Responder Core Service for National Security, Public Safety, and Emergency Preparedness ("Private Core"): Private Core extends Customer's IP network to its wireless equipment by segregating the data between such devices and Customer's servers from the public Internet (the "Internet"). This service is available to National Security, Public Safety, and Emergency Preparedness customers only as defined by the following NAICS (formerly SIC) Codes*:	
National Security / First Responders / Public Safety • 621910 Ambulance Service • 922110 Courts • 922120 Police Protection • 922130 Legal Counsel and Prosecution • 922140 Correctional Institutions • 922150 Parole Offices and Probation Offices	**Chemical** • 561612 Protective Services • 541330, 541690 Chemical Engineering and Consulting • 239210 Pharmaceutical **Communications** • 517110 Telecommunications, Wired • 517212 Cellular and other Wireless Telecommunications

• 922160 Fire Protection (except private)	• 238210, 334290 and 561620 Alarm Systems
• 922190 Other Justice, Public Order and Safety Activities	**Critical Manufacturing**
• 928110 National Security	• 237310 Highway, Street and Bridge Construction
• 921190 Other General Government Support	• 811310 Industry Equipment Repair
• 921110 Executive Offices	• 236210 Industrial Building Construction
921150 American Indian/Alaska Native Tribal Governments	• 211113 Extraction; 236220 Construction Management
Water	• 926150 Regulation, Licensing and Inspection of Miscellaneous Commercial Sectors
• 924110 Water Infrastructure	**Energy**
• 221320 Sewage Treatment Facilities	• 333611 Wind Turbine
• 221310 Water Supply and Irrigation Systems	• 221111 Hydroelectric Power Generation
Transportation	• 221122 Electric Power Distribution
• 482111 Railway Transportation	• 221118 Other Electric Power Generation
• 481111 Passenger Air Transportation	• 221210 Natural Gas Distribution
• 481112 Freight Air Transportation	• 926130 Regulation and Administration of Communications, Electric, Gas and Other Utilities
• 483111 Shipping Transportation	• 221113 Nuclear Electric Power Generation
• 926120 Transportation Administration	• 562211 Hazardous Waste Treatment and Disposal
• 491110 Postal Service	**Healthcare and Public Health**
• 926120 Public Transportation	• 621112 Health Care Practitioners
• 926120 Regulation and Administration of Transportation Programs	• 923120 Public Health Programs
Information Technology	
• 541512 Computer Integration	
• 541519 Computer Disaster Recovery	

*Standard Industrial Classification (SIC) and North American Industrial Classification System (NAICS) codes identify an entity's primary business activity.

4G LTE Private Network Traffic Management (PNTM) Private IP Only (fixed WAN)

Government Subscribers Only

Metered Data Pricing only. Not compatible with Unlimited Data Plans.

Mission Critical

The plans below reflect any applicable discount. No additional discounts apply.

Class of service ("CoS")	Customer can allocate bandwidth for applications into the Mission Critical CoS according to the PNTM Service Option selected.
Mission Critical CoS Applications	Recommended for video, Voice over IP, interactive services, and other mission critical applications.
Best Effort CoS Applications	Suitable for best effort applications (e.g. email, web browsing)

PNTM Service Options:	**Enhanced (Entry Level)**	**Premium (Mid Level)**	**Public Safety (Highest Level)** (Qualifying Public Safety NAICS Only)
Monthly Access Fee (per line)	Waived - $0.00	Waived - $0.00	Waived - $0.00
Mission Critical CoS Speeds	Mapped Up to 0.5 Mbps	Mapped Up to 2 Mbps	Mapped Up to 2 Mbps
Best Effort CoS Applications Speeds	Remaining available 4G LTE bandwidth	Remaining available 4G LTE bandwidth	Remaining available 4G LTE bandwidth
RF Priority on access network	N/A	N/A	During heavy network usage periods

Qualifying Public Safety NAICS: Public Safety Subscribers classified with the following NAICS codes*, performing First Responder responsibilities only. The Public Safety PNTM service option is not an on demand service. The Public Safety PNTM must be provisioned on the account prior to use in the event of an emergency situation.	
621910 Ambulance Services	928110 National Security
922110 Courts	926120 Regulation and Administration of Transportation Programs
922120 Police Protection	926150 Regulation, Licensing, and Inspection of Misc. Commercial Sectors
922130 Legal Counsel and Prosecution	926130 Regulation and Administration of Comms, Electric, Gas, and Other Utilities
922140 Correctional Institutions	921150 American Indian/Alaska Native Tribal Governments
922150 Parole Offices and Probation Offices	921190 Other General Government Support
922160 Fire Protection (except private)	921110 Executive Offices
922190 Other Justice, Public Order, and Safety Activities	
Notes. 4G LTE Private Network subscribers with unlimited data plans are ineligible for Private Network Traffic Management. This service is only available while on Verizon Wireless' 4G network and is not available while roaming. VZ Private IP (MPLS) connectivity required. PNTM relies on customer's applications (VoIP, video, etc.) to appropriately mark IP sessions in order to prioritize their application over the 4G LTE Private Network using Internet Protocol Differentiated Services Code Point (IP DSCP). PNTM 4G LTE device must be certified for use on the Verizon Wireless network (e.g. Open Development/Open Access certified, validated for Private Network and Private Network Traffic Management.)	

* North American Industrial Classification System (NAICS) codes identify an entity's primary business activity.

Push to Talk Plus License (PTT+): Government Subscribers Only

Push to Talk License are not eligible for any further discounts.

Product	Monthly Access
Tablet	$3.75
Inter-carrier (only any device)	$3.75
Dispatch (License) Windows PC with PTT and mapping	$22.50
Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options**.** Push to Talk license only. Push to Talk Plus requires PTT+ capable device.	

Land Mobile Radio (LMR) for PTT+ : Government Subscribers Only

Push to Talk Plus service is required.

LMR licenses are not eligible for any further discounts.

Product	Monthly Access
LMR Channel per account	$0.00
Notes: Customer may have multiple channels.	
LMR FEATURE Only (When added to a Basic/Smartphone Device with PTT+)	
Basic/Smartphone Devices (FEATURE)	$4.50 (85280)
Notes: LMR cannot be added to any device without Domestic Push to Talk Plus. Push to Talk Plus requires PTT+ capable device.	
LMR License bundled with PTT+ License	
Tablet	$8.25
Inter-carrier (any device)	$8.25
LMR with Dispatch (for Windows PC with PTT+ and mapping)	$27.00
Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options**.** Land Mobile Radio (LMR) Interoperability works with all PTT+ capable devices. To use PTT+, Customer needs a PTT+ feature (or a software license for tablets and dispatch) and a PTT+ compatible device. An Internet Protocol	

(IP) link is required to connect Verizon's PTT+ service with the customer's LMR network through the "IP Gateway". By purchasing the Land Mobile Radio for PTT+ Customer consents to the tracking of Land Mobile Radio for PTT+ equipment and must obtain authorized consent to tracking from all users and affected persons. No guarantee of accuracy of information transmitted, disclosed, displayed or otherwise conveyed or used. Service could be interrupted or disrupted due to atmospheric conditions, inaccurate ephemeris data and other factors associated with use of satellites and satellite data.

PTT+ LMR Interoperability Deployment Services.

The below services provide for the integration and deployment of Verizon PTT+ with a customer's LMR network based on either a ROIP (Radio Over IP) or ISSI (Inter Sub-System Interface) LMR network architecture.

Radio Over Internet Protocol (ROIP) and Inter Sub-System Interface (ISSI) Virtual Deployment Additional Discounts Not to Apply for Virtual Deployments.							
***Virtual Deployment type**	**Price** **Software Plan Id and Description**	**Provided Via Email**	**Provided Via Phone**	**Project Management**	**Configuration of Equipment**	**Testing of Equipment**	**Up to 4 Talk Groups**
Onetime Fee							
ROIP Assisted Virtual Deployment	$2,500 623458: PTT+/LMR Assisted Install: ONE TIME	Included	Not Included	Not Included	Not Included	Not Included	Not Included
Onetime Fee							
ROIP Managed Virtual Deployment	$8,000 623459: PTT+/LMR Managed Remote: ONE TIME	Included	Included	Included	Included	Included	Included
Onetime Fee							
ISSI Managed Virtual Deployment	$25,000 623461: PTT+/LMR Managed Plus P25: ONE TIME	Included	Included	Included	Included	Included	Included

Note: *Customer must select a type of Virtual Deployment; selection cannot be mixed and/or matched. Customer must also purchase separately a ROIP gateway and cables. Customer must physically install the gateway and provide Virtual Private Network ("VPN") connectivity to the gateway. In addition, Customer must purchase an associated Land Mobile Radio ("LMR") feature and associated authorizations.

Virtual Deployments include on-boarding one single facility, accessible by Customer site to site VPN (Verizon Wireless will not go on-site for any Virtual Deployment).

Warranty: Verizon Wireless makes no warranties, express or implied, with respect to ROIP or ISSI Virtual Deployment which it provides to Customer on an "AS IS" basis "WITH ALL FAULTS" and "AS AVAILABLE." The accuracy, timeliness, completeness, suitability, or availability of any aspect of ROIP or ISSI Virtual Deployment cannot be guaranteed. THE IMPLIED WARRANTIES OF

MERCHANTABILTY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ARE HEREBY EXPRESSLY DISCLAIMED IN THEIR ENTIRETY.

ROIP Assisted Virtual Deployment

Customer Requirements:

Physical Installation and configuration.	Access to add network elements to Customer's network (IT administration).
VPN turn up capability (IP Network expertise).	Purchase and configure ROIP Gateway(s) and cables for connected LMR.
Assign a single point of contact.	Provide mobile radio for connectivity to each channel connected to ROIP Gateway(s).
Assign individual to receive and program ROIP Gateway(s) (The customer must have an acute knowledge on how to program land mobile radio equipment).	Provide VPN peer details.

Virtual Deployment provided: ROIP Assisted Virtual Deployment is only provided via email. Requests for deployment assistance can be reached at KODVZLMRSupport@motorolasolutions.com.

ROIP Assisted Virtual Deployment ends once a successful configuration and functional test occur:

A successful configuration for ROIP and ISSI occurs when:

- Backhaul connectivity successfully verified with IP gateway VPN
- Two-way traffic observed inside backhaul interface
- LMR Group Mobile Directory Number's (MDN) ordered and recorded

A successful functional test occurs when based on the following criteria:

RoIP Virtual Deployment:

- Verizon Push to Talk (PTT) Plus Service has LMR linked group published over the air to handsets
- Verizon PTT Plus Service originated group calls to RoIP Gateway successful
- RoIP Gateway originated group calls to Verizon PTT Plus Service successful

ISSI Virtual Deployment:

- Verizon PTT Plus Service has LMR linked group published over the air to handsets
- Verizon PTT Plus Service originated group calls to ISSI Interconnect successful
- Talker ID Alias of LMR Group MDN observed on Verizon Push to Talk Plus Service handsets when LMR User is speaking

ROIP Managed Virtual Deployment and ISSI Managed Virtual Deployment

Virtual Deployment Includes:

Working with Customer to engineer network segments for ROIP	Engage with Customer on VPN solution completion
Develop milestones	Verify Customer is configured in PTT Plus Service
Project manage critical milestones	Finalize ROIP Gateway tuning settings including latency and call setup timers based on Customer's network.
Present final design	Validate all configuration steps of the IP Gateway
Define technical parameters for VPN	Configure ROIP Gateway(s)

Requests for managed deployment assistance can be reached at:
Phone Requests: (469) 476-0820

Email Requests: KODVZLMRSupport@motorolasolutions.com.

Customer Requirements: Customer shall be required to do the following:

Assign a project Single Point of Contact.	Provide mobile / portable radio for connectivity to each channel connected to ROIP Gateway(s).
Backhaul Technology Selection.	Manage schedule and report availability for turn up.
Provide VPN Peer Details.	Approve necessary authorizations to be billed to the account.
Order IP Gateway.	Review designs.
Complete Site Survey Web Form.	Provide resulting LMR Group MDN authorization numbers assigned in Enterprise Contact Management (ECM) Tool to Verizon.
Physical Installation.	Approve the one-time Virtual Deployment charges for managed install.
Build Talk Groups in PTT+ online portal Enterprise Contact Management (ECM), including ROIP Gateway authorization.	Configure VPN on local network to data center.
Assign single point of contact for VPN configuration.	Customer to confirm the required networking elements completed.
Assign individual to receive ROIP Gateway(s).	Configure network elements as needed (if sourced as a part of project).
Access to add network elements to Customer's network.	Test and successfully complete calls between Push to Talk Plus Service and the LMR network.
Purchase separately ROIP Gateway(s) and cables for connected LMR.	

ROIP Managed Virtual Deployment and ISSI Managed Virtual Deployment end once a successful configuration and functional test occur:

A successful configuration for ROIP or ISSI occurs when:

- Backhaul connectivity successfully verified with IP gateway VPN
- Two-way traffic observed inside backhaul interface
- LMR Group MDN(s) ordered and recorded

A successful functional test occurs when based on the following criteria:

RoIP Virtual Deployment:

- Verizon PTT Plus Service has LMR linked group published over the air to handsets
- Verizon PTT Plus Service originated group calls to RoIP Gateway successful
- RoIP Gateway originated group calls to Verizon PTT Plus Service successful

ISSI Virtual Deployment:

- Verizon PTT Plus Service has LMR linked group published over the air to handsets
- Verizon PTT Plus Service originated group calls to ISSI Interconnect successful
- Talker ID Alias of LMR Group MDN observed on Verizon PTT Plus Service handsets when LMR User is speaking

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Push To Talk Responder

Public Sector Customers (extended NAICS Codes)

Mission Critical

Product Description	Monthly Access	Notes
Push to Talk Responder Service Voice Only[1]	$15.00 per month	Calls will not be rated
Optional Feature Must be added with above if selected		
Push to Talk Responder with Interoperability[2]	$10.00 per month	Calls will not be rated
Software		
Push to Talk Responder license are not eligible for any further discounts.		
Dispatch SW License	VZMCPTTDISPCLSW	$3,000 per chair	One time charge

Note: Coverage includes the Verizon Wireless 4G network only. Usage outside of the United States Is not supported. Lines activating on these plans must be on 4G HD voice-capable smartphones.

^ As a condition for accessing and using Push to Talk Responder, the Purchasing Entity must have authorized access from Verizon to use Responder Private Core Internet Access.

Push to Talk Responder users have the capability to make PTT calls, video calls, send and receive message and send/receive data files via the Push to Talk Responder application. Push to Talk Responder services will be charged based on the type of services the user is using as follows:

1. Push to Talk Responder service w/o video can be added to any Smartphone plan as a stand-alone feature.
2. Push to Talk Responder Interoperability calls cannot be stand-alone features with any Smartphone plan. They must be added with the Push to Talk Responder service w/o video.

****These features cannot be used with any other Push to Talk Plus plans or features****

Customers must be on the below qualifying NAICS Codes:

Water
- 924110 Water Infrastructure
- 221320 Sewage Treatment Facilities
- 221310 Water Supply and Irrigation Systems

Transportation
- 482111 Railway Transportation
- 481111 Passenger Air Transportation
- 481112 Freight Air Transportation
- 483111 Shipping Transportation
- 926120 Transportation Administration
- 491110 Postal Service
- 926120 Public Transportation

Information Technology
- 541512 Computer Integration
- 541519 Computer Disaster Recovery

Healthcare and Public Health
- 621112 Health Care Practitioners

Chemical
- 561612 Protective Services
- 541330, 541690 Chemical Engineering and Consulting
- 239210 Pharmaceutical

Communications
- 517110 Telecommunications, Wired
- 517212 Cellular and other Wireless Telecommunications
- 238210, 334290 and 561620 Alarm Systems

Critical Manufacturing
- 237310 Highway, Street and Bridge Construction
- 811310 Industry Equipment Repair
- 236210 Industrial Building Construction
- 211113 Extraction; 236220 Construction Management

Energy
- 333611 Wind Turbine
- 221111 Hydroelectric Power Generation
- 221122 Electric Power Distribution
- 221118 Other Electric Power Generation

Verizon Wireless offers this pricing utilizing the terms and conditions of the State of Florida ITN No. DMS-19/20-006 please contact your local Verizon Government Sales representative for additional information. ©Verizon2024.

	• 221210 Natural Gas Distribution • 221113 Nuclear Electric Power Generation • 562211 Hazardous Waste Treatment and Disposal

Verizon Wireless offers this pricing utilizing the terms and conditions of the State of Florida ITN No. DMS-19/20-006 please contact your local Verizon Government Sales representative for additional information. ©Verizon2024.

Other Verizon Plans:

4G Smartwatch with NumberShare[1] Unlimited Plan - Government This plan is not eligible for monthly access fee discounts.	
Monthly Access Fee	$10.00 (13413)
Domestic Anytime Minutes	Unlimited
Domestic Data Allowance[2]	Unlimited
Domestic and International Messaging Allowance[3]	Unlimited

Notes: This is a generally available retail plan, and is subject to change without notice. Current coverage details and additional plan information can be found at www.verizonwireless.com. This plan is for use only in the United States on the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network.

When NumberShare is active on a 4G Smartwatch, certain services will not work on the Smartwatch device including: Call Forwarding, No Answer Transfer, Busy Transfer, Caller Name ID, Voicemail (access voicemail on the Smartwatch device by dialing the host smartphone number and pin), and RingBack Tones. Calls and messages to/from blocked contacts will not be blocked on the Smartwatch when NumberSharing with a host smartphone. Verizon does not guarantee that NumberShare will work at all times in every situation and the service works only with eligible devices.

[1]Only lines on select smartwatches with the NumberShare service can be activated on this plan. Certain conditions must be met prior to activation. This plan can only be used when paired with a Verizon Wireless Smartphone that has unlimited data.

[2]Usage may be prioritized behind other customers in the event of network congestion.

[3]Unlimited messaging from within the United States to anywhere in the world where messaging services are available. For other messaging rates go to www.verizonwireless.com.

Single Basic Phone Unlimited Talk Plus 500 MB Plan (Business Phone Connect*) Government Subscribers Only This plan is NOT eligible for monthly access fee discounts.	
Monthly Access Fee	$30.00 (36677)
Monthly Anytime Voice Minutes	Unlimited
Monthly Data Allowance	500 MB
Data Overage Rate	$10.00 per GB
Domestic Long Distance	Included

Notes: This is a commercially available plan and is subject to change without notice. Current coverage details can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Usage

outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international.

*May only be activated on a Verizon Wireless Business Phone Connect Approved Device. This is not a Home Phone Service. This service is generally utilized to replace POTS lines.

4G Wireless Home Phone Voice Plan[1] Government Subscribers Only This plan is NOT eligible for monthly access fee discounts	
Monthly Access Fee	$20.00 (93792)
Monthly Anytime Minutes	Unlimited
Domestic Long Distance	Included

Notes: This is a generally available retail plan, and is subject to change without notice. Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Activation on this plan requires a separate billing account. Activations on this plan are limited to no more than 9 lines per account. This is not a Home Phone service. This service is generally utilized to replace POTS lines.

[1]Lines activated on this plan must be on a 4G Verizon Wireless Home Phone approved voice-only device. Lines activated on this plan cannot be used outside the United States. Data usage is not available with devices on this plan.

Business Solution Store (BuSS):

3rd Eye Technology

Government Subscribers Only

These licenses are not eligible for monthly access discounts.

3rd Eye Mystic Message Archival is a solution that specializes in securely capturing and storing Short Message Service (SMS) and Multimedia Message Service (MMS) for all devices for the Government.

SKU	Description	PPID	Billing	Price
2023MYS00333VZ	Message Archiving	798452	Monthly	$4.35

Note: 3rd Eye Mystic Message Archival Secure solution requires the following:

1. Customer must have access to Verizon's My Business Portal to facilitate product implementation
2. Customer has a government account and an Enterprise Corporate Profile Database Profile (ECPD) with Verizon
3. Customer has a designated archive account(s) associated with their ECPD Profile
4. Customer has active provisioned SMS and MMS features on employee devices

Absolute NetMotion

These products Do Not qualify for additional discounts

Absolute NetMotion is a Mobile Performance Management (MPM) - Software that accelerates, optimizes and secures all traffic with mobile devices across any network, application or operating system. It provides adaptive policies so that IT can specify parameters to fine tune the mobile user experience by prioritizing applications and network access. Absolute NetMotion provides insight into both user behavior and network activity enabling diagnostics to pinpoint and resolve issues. It has highly optimized connectivity even across coverage gaps or when switching networks. Absolute NetMotion prevents data from being lost, applications from crashing and users from having to repeat logins. Absolute NetMotion provides faster throughput with optimized data delivery across even the most bandwidth constrained network.

SKU	Description	Function	Term	Price
NMSVZW-GOV-SILVER	Mobility VPN-Mobility Only	"Mobility VPN" (Virtual Private Network for wireless connections) - An encrypted, secure tunnel for mobile devices	Monthly	$4.33
			Annual	$52.00
			2 Year	$104.00
			3 Year	$156.00
NMSVZW-GOV-GOLD	Mobility VPN+ Modules	"Mobility VPN" + "Modules" (Policy, Network Access Control, Mobile Analysis)	Monthly	$6.93
			Annual	$83.20
			2 Year	$166.40
			3 Year	$249.60

NMSVZW-GOV-DIAMOND	MIQ - Operational Intelligence	Mobility VPN + "Modules" + "Diagnostics" + "Mobile IQ" which includes performance assessment, threat defense, cost control, location intelligence and inventory, troubleshooting and system-wide status	Monthly	$8.67
			Annual	$104.00
			2 Year	$208.00
			3 Year	$312.00
NMSVZW-GOV-DIAGS	Diagnostics (add-on)	Comprehensive data collection and root cause detection software (add-on feature)	Monthly	$4.33
			Annual	$52.00
			2 Year	$104.00
			3 Year	$156.00
NMSVZW-GOV-MIQ	MobileIQ (add-on)	Visual troubleshooting, analytics and alerting dashboards (add-on feature)	Monthly	$4.33
			Annual	$52.00
			2 Year	$104.00
			3 Year	$156.00
ABSA-EdgeC	Absolute Secure Access Edge Cloud	Hosted access to Absolute Secure Access Edge, a secure remote access platform including SDP/ZTNA, enterprise VPN and experience monitoring features. Secure Access Edge for Cloud is a cost-effective, hardware-free deployment option, optimized for Azure. This hosted offering includes 10GB per device, per month. Minimum 100 License deployment requirement.	Monthly	$20.00
			Annual	$240.00
'11NMPS-GOV-8HR-S	Prof. Services - Up to 8 Hours	Professional Services - Up to 8 Hours	One time Charge	$2,000.00
11NMPS-GOV-4HR-S	Prof. Services - Up to 4 Hours	Professional Services - Up to 4 Hours	One time Charge	$1,000.00
11NMTR-GOV-C	Mobility Cert. Training	Mobility Certification Training	One time Charge	$2,295.00
11NMETS-GOV	Elite Tech Svc. 0 - 4999 lic's	Elite Technical Service (0 - 4,999 licenses)	One time Charge	$30,000.00
11NMETS5K-GOV	Elite Tech Svc. 5000+ lic's	Elite Technical Service (5,000+ licenses)	One time Charge	$50,000.00
11NMPS-GOV-TAM	Dedicated Tech Acc't Mgr--1yr	Dedicated Technical Account Manager (1 year)	One time Charge	$40,000.00

Note: Customer may purchase Absolute NetMotion Software, Inc. ("Absolute NetMotion") licenses and services ("Absolute NetMotion Services") at the prices listed above. Absolute NetMotion Services listed in the pricing sheet marked with an asterisks *** cannot be mixed or matched with other Absolute NetMotion Licenses or Services. Verizon Wireless is not the licensor of the Absolute NetMotion Services and makes no representations or warranties whatsoever, either express or implied, with respect to them. Absolute NetMotion Services are manufactured by Absolute NetMotion. Absolute NetMotion Software is subject to a separate End User License Agreement (EULA)

with Absolute NetMotion, found at https://www.Absolute NetMotionsoftware.com/legal-and-copyright. Use of the Absolute NetMotion licenses or Absolute NetMotion Services is deemed to be the Customer's acceptance of the terms of the EULA. Customer must accept the EULA as the party liable for each license, and agrees that the Customer will comply with the obligations under the EULA. Verizon Wireless reserves the right to (i) modify or discontinue the Solution in whole or in part and/or (ii) terminate the Solution at any time without cause. Customer's sole and exclusive remedy for any damages, losses, claims, costs, and expenses arising out of or relating to use of the Solution will be termination of service.

Any additional Absolute NetMotion Services must be obtained directly from Absolute NetMotion either upon purchase or installation of the Absolute NetMotion Services. Absolute NetMotion Services are subject to Absolute NetMotion's terms and conditions and can be viewed here: https://www.Absolute NetMotionsoftware.com/legal-and-copyright.

Verizon Wireless will direct Absolute NetMotion to fulfill Customer's Absolute NetMotion Services order. Basic functionality questions and other general customer support can be obtained by calling Verizon Wireless Customer Support. All other customer support questions and issues for Absolute NetMotion Services must be obtained directly from Absolute NetMotion Software, Inc. If Verizon Wireless, in its sole discretion, determines that an inquiry from a subscriber is related to Absolute NetMotion Services and is not one concerning Equipment or Wireless Service, it may transfer the service request to appropriate Absolute NetMotion representatives.

Asavie Moda is a network-based "all-in-one" web portal security and data management solution that enables organizations to easily and effectively manage security and productivity, along with rich reporting insights on all their mobile devices.

The Asavie Moda solution extends the security provided by the customer's Mobile Device Management platform into the network by delivering real-time visibility, control and security of the data in transit for any mobile device.

Asavie Moda

Government Customers Only

The price below reflects the monthly access discounts. No additional discounts apply.

Description	SKU Name	Plan ID	Quantity	Annual	Monthly
[1]Asavie Moda for MPN Gov Customers	ModaMPNG	677970 (Annual) 677971 (Monthly)	1-199	$80.92	$7.49
			200-499	$68.85	$6.38
			500-999	$60.75	$5.63
			1000-2499	$52.65	$4.88
			2500-9999	$48.60	$4.50
			10000+	$40.50	$3.75
	ModaGLOBAL		1-199	$80.92	$7.49

[2]Asavie Moda Global (OTT) Gov Customers		677969 (Annual) 677968 (Monthly)	200-499	$68.85	$6.38
			500-999	$60.75	$5.63
			1000-2499	$52.65	$4.88
			2500-9999	$48.60	$4.50
			10000+	$40.50	$3.75

Notes. Asavie Moda is an all-in-one web portal that is an easy to deploy security and data management solution for an entire mobile estate.

[1]Asavie Moda for MPN Gov Customers – ***Does*** require customers to use pricing and equipment in accordance with the Private Network terms and conditions as your contract allows.

[2]Asavie Moda Global (OTT) Gov Customers – ***Does not*** require Private Network.

Products shown or referenced are provided by Asavie Technologies, Inc. ("Asavie"), a Verizon Partner Program Member, which is solely responsible for the representations and the functionality, pricing and service agreements. Asavie can connect to several different systems including cloud based and server based applications. Customer may purchase Asavie licenses and services ("Asavie Services"), to be billed by Verizon Wireless, at the prices listed above. Verizon Wireless is not the licensor of the Asavie Services and makes no representations or warranties whatsoever, either express or implied, with respect to them. Asavie Services are manufactured by Asavie Technologies, Inc. Any license for Asavie Services must be obtained directly from Asavie either upon purchase or installation of the Asavie Services. Verizon Wireless will direct Asavie to fulfill Customer's Asavie Services order. Customer support for Asavie Services must be obtained directly from Asavie Technologies, Inc. If Verizon Wireless in its sole discretion determines that an inquiry from a subscriber is related to Asavie Services and is not one concerning Equipment or Wireless Service, it may transfer the service request to appropriate Asavie representatives.

Asavie IoT Connect® provides Private Network connectivity on demand for remote sites and IoT devices. Provides direct, enterprise-grade connection that bypasses the public Internet, helping to reduce exposure to possible cyber threats.

Asavie IoT Connect®

Government Customers Only

The price below reflects the monthly access discounts. No additional discounts apply.

Name	SKU Name	Plan ID	Quantity	Annual	Monthly
IoT MPN **25 MB**	IOTCMPN25MBG	677959 (Annual)	1-199	$24.22	$2.24
			200-499	$20.59	$1.91

		677958 (Monthly)	500-999	$18.16	$1.68
			1000-2499	$15.74	$1.46
			2500-9999	$14.53	$1.35
			10000+	$12.11	$1.12

Notes. Asavie IoT Connect runs over Verizon's secure Private Network.

[1]Requires customers to use pricing and equipment in accordance with the Private Network terms and conditions as your contract allows.

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Asavie IoT Connect® with Cloud Connect

Government Customers Only

The price below reflects the monthly access discounts. No additional discounts apply.

IoT MPN **25 MB CC**	IOTCMPN25MBCCG	677953 (Annual)	1-199	$31.46	$2.99
			200-499	$26.74	$2.54
			500-999	$23.59	$2.24
		677952 (Monthly)	1000-2499	$20.45	$1.95
			2500-9999	$18.87	$1.80
			10000+	$15.73	$1.5
IoT MPN **150 MB**	IOTCMPN150MBG	677957 (Annual)	1-199	$40.42	$3.74
			200-499	$34.36	$3.18

		677956 (Monthly)	500-999	$30.31	$2.81
			1000-2499	$26.27	$2.43
			2500-9999	$24.25	$2.25
			10000+	$20.21	$1.87
IoT MPN **150+ MB**	IOTCMPN150MBPLUSG	677955 (Annual)	1-199	$80.92	$7.49
			200-499	$68.78	$6.37
			500-999	$60.69	$5.62
		677954 (Monthly)	1000-2499	$52.60	$4.87
			2500-9999	$48.55	$4.50
			10000+	$40.46	$3.75

Notes. Asavie IoT Connect runs over Verizon's secure Private Network.

[1]Requires customers to use pricing and equipment in accordance with the Private Network terms and conditions as your contract allows.

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Asavie Mobile

Government Customers Only

The price below reflects the monthly access discounts. No additional discounts apply.

SIA MOBILE GOV MONTHLY	SIAMOBG	770204	1-999	$2.99
			1,000 – 2,499	$2.69

			2,500+	$2.24
SIA MOBILE GOV ANNUAL	SIAMOBG	770202	1-999	$32.32
			1,000 – 2,499	$29.09
			2,500+	$24.22
SIA MOBILE GOV CUSTOM 2YR	SIAMOBG	770203	1-999	$57.46
			1,000 – 2,499	$51.71
			2,500+	$43.06

Notes. Asavie Moda is an all-in-one web portal that is an easy to deploy security and data management solution for an entire mobile estate.

[1]Asavie Moda for MPN Gov Customers – ***Does*** require customers to use pricing and equipment in accordance with the Private Network terms and conditions as your contract allows.

[2]Asavie Moda Global (OTT) Gov Customers – ***Does not*** require Private Network

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Asavie SIA IoT GOV

Government Customers Only

The price below reflects the monthly access discounts. No additional discounts apply.

SIA IoT GOV MONTHLY	SIAIOTG	770352	1-999	$1.87
			1,000 – 2,499	$1.68

			2,500+	$1.49
SIA IoT GOV ANNUAL	SIAIOTG	770353	1-999	$20.17
			1,000 – 2,499	$18.15
			2,500+	$16.34
SIA IoT GOV CUSTOM 2YR	SIAIOTG	770354	1-999	$35.86
			1,000 – 2,499	$32.24
			2,500+	$28.99

Notes. Asavie Moda is an all-in-one web portal that is an easy to deploy security and data management solution for an entire mobile estate.

[1]Asavie Moda for MPN Gov Customers – ***Does*** require customers to use pricing and equipment in accordance with the Private Network terms and conditions as your contract allows.

[2]Asavie Moda Global (OTT) Gov Customers – ***Does not*** require Private Network

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Professional Services

Government Customers Only

The price below reflects the monthly access discounts. No additional discounts apply.

Service Name	Sku	Sku Description	PPID	Term	Quantity	Price
Live Services / SD	SIALIVSERG	The role of Live Services individual is to act as a first- and second-line support for all customer on-boarding activities, troubleshooting engagements and primary point for initial escalations once a service is deemed live and in production. This is a remote service. (Government Rate) Multiple days charged separately. E.g.: 7 days = 7 x Daily Rate	770403	Onetime Charge	1	$875.00
Software Engineer	SIASOFENG	The role of Software Engineers is to provide support on individual business logic components (albeit platform or application driven). The responsibilities of the Software Engineers include minor business logic development, executing specific test cases, troubleshooting and resolving technical issues. This is a remote service. (Government Rate) Multiple days charged separately. E.g.: 7 days = 7 x Daily Rate	770405	Onetime Charge	1	$875.00
SRE Engineer	SIASREG	The role of Senior Software Engineers is to provide subject matter expertise on individual	770456	Onetime Charge	1	$1,000.00

		business logic components (albeit platform or application driven). The responsibilities of the Senior Software Engineers include business logic development, installation and configuration of the solution, testing, executing specific test cases, troubleshooting and resolving technical issues. This is a remote service. (Government Rate) Multiple days charged separately. E.g.: 7 days = 7 x Daily Rate				
Senior Software Engineer	SIASENSOFG	The role of Site Reliability Engineer (SRE) is to assume overall technical responsibility of the infrastructure deployment. The SRE Engineer will perform integration responsibilities across Data Centre or cloud environments, perform system/integration testing across the solution, execute test cases as needed, attend meetings regarding technical aspects of the project, and assist Architects and developers as required. This role can be remote or onsite. (Government Rate) Multiple days charged separately. E.g.: 7 days = 7 x Daily Rate	770453	Onetime Charge	1	$1,000.00
Lead Engineer	SIALEADENG	The role of Lead Engineer is to assume overall technical responsibility of the solution	770504	Onetime Charge	1	$1,200.00

		implementation. The Lead Engineer will perform integration responsibilities across the development platform and individual network components, system testing across the solution, execute test cases as needed, attend meetings regarding technical aspects of the project, and assist the Senior Software Engineers as required. This is a remote service. (Government Rate) Multiple days charged separately. E.g.: 7 days = 7 x Daily Rate				
Database Analyst	SIADATAG	The role of Database Analyst is to assume overall technical responsibility of the Database design and implementation. The DBA will perform design and integration responsibilities across the platform, execute specific DB testing across the solution, attend meetings regarding technical aspects of the project, and assist Architect and Software Engineers as required. This is a remote service. (Government Rate) Multiple days charged separately. E.g.: 7 days = 7 x Daily Rate	770552	Onetime Charge	1	$1,200.00
Architect	SIAARCG	The role of Architect will be responsible for the technical solutions at customer level and will interface with all engineering teams on	770406	Onetime Charge	1	$1,200.00

		agreed solution. The Architect will act as single point of contact to whom all Akramai engineering and technical communications may be addressed and who has technical authority to make decisions on the solution architecture. This is a remote service. (Government Rate) Multiple days charged separately. E.g.: 7 days = 7 x Daily Rate				
Project Manager	SIAPROJMANG	The role of Project Manager is to manage overall customer project responsibilities and to successfully deliver the project objectives. The customer project team will report to the Project Manager. The responsibilities of Project Manager include managing the overall project schedule and progress, serving as the primary point of contact for Customer to address high risk issues that impact the project as a whole and addressing any issues that cannot be resolved by the project team. This is a remote service. (Government Rate) Multiple days charged separately. E.g.: 7 days = 7 x Daily Rate	770454	Onetime Charge	1	$1,200.00
Program Manager	SIAPROGMANG	The role of Program Manager is to serve as the primary point of contact across multiple customer projects. Additional responsibilities of the Program Manager	770555	Onetime Charge	1	$1,500.00

		include resolving director level project issues, attending high level meetings as requested by Customer, relationship management with Customer, and managing the change request process and in-life project commercials across all Customer projects. This is a remote service. (Government Rate) Multiple days charged separately. E.g.: 7 days = 7 x Daily Rate				

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Connected Solution Group – PotSolve by CSG – Enables retention of existing POTS applications through a box that converts analog connections to digital.

Connected Solution Group LLC
PotSolve by CSG
Government Customers Only

These products do not qualify for any discounts.

Monthly Charges Software Licenses

SKU NAME	SKU ID	SKU Description	Plan ID	Nonrecurring (NRC)	Monthly Recurring (MRC)
POTSOLVE	POTSOLVE_L	Managed service: 36-month software (remotely	749502	N/A	$25.00
LIFE AND SAFETY IP-	S_LINE	accessed) for M2M connectivity (life & safety) service over IP (as converted from TDM) as a POTS			
CONVERTED		replacement. A software-driven dialing system that			
LINE		is fully compliant with PCI, HIPAA, FCC, NFPA, and			
		UL regulations. Virtual Line of Service utilizes a			
		specialized Analog Telephone Adapter (ATA),			
		physically mounted at the customer's premise and			

		equipped with a battery backup system and an LTE router for guaranteed uptime. Designed to address the unique communication requirements of organizations relying on life safety systems, such as fire alarms, elevators, security systems, and emergency call boxes. Service connects to your infrastructure via an RJ21X connector and a 66-telco block.			
POTSOLVE ANALOG IP-CONVERTED LINE	POTSOLVE_ANALOG_LINE	Managed service: 36-month software (remotely accessed) for M2M connectivity (non-life & safety) service over IP (as converted from TDM) as a POTS replacement. A software-driven dialing system that is fully compliant with PCI, HIPAA, FCC, NFPA, and UL regulations. Virtual Line of Service utilizes Analog Telephone Adapter (ATA) physically mounted at the customer's premise with wireless router for basic telecommunication requirements such as phones, printers, gate entry systems, door buzzers, fax machines and overhead PA systems. Service connects to your infrastructure via an RJ21X connector and a 66-telco block.	749452	N/A	$25.00
STANDARD INSTALL	POTSOLVE_INSTALL	Under the standard installation process for the POTSolve system, the site point of contact (POC) is asked to contact their monitoring service to place fire and security panels into test mode for at least four hours when life safety lines are involved. The POTSolve enclosure and 66-block are then mounted, by CSG Technicians, the system is powered up, and internet connectivity is confirmed. Two speed tests are performed and documented, and the ATAs are verified to be online. Test calls are made from the 66-block for all provisioned lines before cross connects are started, and the site POC confirms that fire and security panels are in test mode. Cross- connect wiring is removed from the existing demarc punch down, and connections are made to the POTSolve 66-block for each provisioned line. Each line is tested as close to the device as possible, and if no access is available, testing is conducted at the POTSolve 66- block. The customer may need to contact their vendor to test from fire and security panels. Post-install, photos are taken of the installed POTSolve enclosure, the 66-block, and the interior of the enclosure. Limited to 2 hours.	751952	$299.00	N/A
SITE SURVEY	POTSOLVE_SITE_SURVEY	POTSolve site survey, by CSG technicians, is On-Site Support (OSS), of the installation process includes identifying the installation area, which requires a 2ft by 2ft backboard space in the demarcation area, and verifying the AC power outlet within 5ft of the install area. OSS also ensures	776202	$299.00	N/A

		the verification of the Verizon LTE signal and, if the signal is below acceptable levels, the identification and documentation of the best pathway and mounting area for an external antenna. Existing lines being replaced by POTSolve in the demarc area are traced and tagged, and if there are multiple demarcs, the corresponding lines for each demarc are identified. OSS checks for an active LAN connection within 10ft of the install area for life safety lines and verifies that all devices moving to POTSolve are functioning correctly. Post-install, photos are taken of the end devices, the entire room where the demarc is located, demarc punch down fields, proposed backboard space, closest power outlet in relation to the install area, and the closest active LAN connection when life safety lines are involved.			
NONSTANDARD INSTALL PRO SERVICES	NON_STANDARD_INSTALL_PROSVCS	A complex installation of the POTSolve system by CSG Technicians, is characterized by multiple demarcation points in different areas of the property, shared lines that use fire, security, and elevator lines to connect other devices such as fax machines, credit card machines, and postage machines. Additionally, complex installations involve undocumented or untagged existing lines being replaced by POTSolve and situations where the LTE signal is below acceptable levels at the proposed installation area, typically near the demarcation location.	751953	$75.00	N/A
POTSOLVE MANAGED SERVICE	POTSOLVE_MS	The POTSolve Managed Service SKU provides customers with essential services to ensure their POTSolve system is operating efficiently and effectively. This SKU includes: *Active Remote Monitoring: Continuous monitoring of the POTSolve system to detect and address any issues promptly. *Text Alert Service: Customers will receive text notifications in case of connectivity issues at a specific location. *Unlimited LTE Truck Rolls: In the event of LTE connectivity issues, CSG technicians will be available for on-site assistance without any limitation on the number of truck rolls. *Two Annual Truck Rolls: Customers are provided with two truck rolls per year from CSG technicians for network reconfiguration, in case the location's infrastructure changes. *Tier 3 Support Concierge Service: Access to our expert support team for assistance with any technical issues or questions. *Priority Scheduling for Future- Proofing Network Design: Customers will receive priority scheduling for 5G upgrade coordination, ensuring their network remains up-to-date and efficient.	776253	N/A	$30.00

Notes: Connected Solutions Group (CSG) requires customers to use a 4G FWA POTS Backup Plan $15 1GB (57484) for POTS Lines to support the application connectivity and a router device.

Connected Solutions Group (CSG) activation requirements (Sold Separately)

1. **Monthly Services**
   a. 4G FWA POTS Backup Plan $15 1GB (57484)
   b. Life and/or Safety Lines (Software License)
2. **Installation**
   a. Site Survey prior to ordering is highly recommended
   b. Standard or non-standard Install
   c. Requires a Statement of Work before order placement
3. **Hardware**
   a. POTSolve box (Router Device)

Licenses are billed monthly for a period of up to 36-months and cannot be prorated.

Subject to Connected Solutions Group General Terms and Conditions

Onetime Charges Hardware					
POTSOLVE LIFE & SAFETY HARDWARE IBR200	PS_LS_HW_IBR200	UPFRONT PAYMENT FOR 2 or 4-PORT ATA, LTE ROUTER (IBR200), BATTERY, WIRING, AND ENCLOSURE	N/A	$199.00	N/A
POTSOLVE LIFE & SAFETY HARDWRE IBR650	PS_LS_HW_IBR650	UPFRONT PAYMENT FOR 4-PORT or 8 - PORT ATA, LTE ROUTER (IBR650), BATTERY, WIRING, AND ENCLOSURE	N/A	$199.00	N/A
POTSOLVE LIFE & SAFETY HARDWARE IBR1 MINI	PS_LS_HW_BR1	UPFRONT PAYMENT FOR 2 or 4-PORT ATA, LTE ROUTER (MAX BR1 MINI), BATTERY, WIRING, AND ENCLOSURE	N/A	$199.00	N/A
POTSOLVE LIFE & SAFETY HARDWARE IR302	PS_LS_HW_IR302	UPFRONT PAYMENT FOR 2 or 4-PORT ATA, LTE ROUTER (INHAND IR302), BATTERY, WIRING, AND ENCLOSURE	N/A	$199.00	N/A
POTSOLVE LIFE & SAFETY HARDWARE IR615	PS_LS_HW_IR615	UPFRONT PAYMENT FOR 4-PORT or 8 - PORT ATA, LTE ROUTER (INHAND615), BATTERY, WIRING, AND ENCLOSURE	N/A	$199.00	N/A
POTSOLVE SINGLE ANALOG LINE HARDWARE	PS_2PORT_ATA	UPFRONT PAYMENT FOR STANDALONE ATA	N/A	$199.00	N/A
POTSOLVE MULTI-LINE ANALOG LINE HARDWARE	PS_4PORT_ATA	UPFRONT PAYMENT FOR ADDITIONAL ATA ON OPPORTUNITIES OF 9 OR MORE LINES PER ENCLOSURE, OR 3-4 STANDALONE ANALOG LINES	N/A	$249.00	N/A

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doForms

A discount has been applied. doForms Licenses and Professional services are not eligible for any further discounts

Core Subscription Costs

Sku Name	Sku	Per User	Pricing Frequency	Cost	
				Monthly	Annual
30 Day	GDFT30	Per User	30 days	$0.00	-
Free Trial[1]					
Standard	GDFSTD	Per User	Monthly or 1 yr.	$9.95	$99.95 (675956)
Advanced	GDFADV	Per User	Monthly or 1 yr.	$14.95	$149.95 (675960)
Premium	GDFPRE	Per User	Monthly or 1 yr.	$19.95	$199.95 (675958)

Professional Services – One Time Charges

Sku Name	Sku	Pricing Frequency	Price
Professional Services	GDFPSV	One Time Charge per Hour	$95.00 (675953)

One Time Charges[3]

The below credits do not expire

1000 Credits	GDFCR1	One Time Charge	$250.00 (675952)
5000 Credits	GDFCR5	One Time Charge	$1,000.00 (675954)

Note: Core subscription include access to the doForms web portal to build, manage, and view mobile forms. All Subscriptions are per user and can be accessed via web or mobile on iOS or Android devices. Products cannot be mixed. See attached calling plan and feature details for important information about calling plans, features, and product details options.

1. 30 Day Free Trial. Limit 130-day trial at no cost per customer profile.
2. Professional Services. Provides custom forms, custom reports, custom PDF templates, integration support, training, product enhancements, design consulting, custom development.
3. Credit. Credits are required for forms completed or sent outside of the doForms mobile app. Credits are used to when forms are sent as links in emails or embedded in documents as hyperlinks for each form submitted. Website forms require a credit for each form submitted. Scheduled reports require a credit each time they are run (distribution is unlimited). Dispatched form links or Fill & Send forms require a credit when sent and submitted. C * doForms Credits do not expire as long as Customer's subscription remains active*

Should a Business Associate Agreement (BAA) be required, the agreement would be between doForms and the Customer.

Products shown or referenced are provided by doForms Inc. ("doForms"), a Verizon Partner Program Member, which is solely responsible for the representations and the functionality, pricing and service agreements. doForms can connect to several different systems including cloud based and server based applications. Customer may purchase doForms licenses and services ("doForm Services"), to be billed by Verizon Wireless, at the prices listed above. Verizon Wireless is not the licensor of the doForm Services and makes no representations or warranties whatsoever, either express or implied, with respect to them. doForm Services are manufactured by doForms, Inc. Any license for doForm Services must be obtained directly from doForms either upon purchase or installation of the doForms Services. doForms Services are subject to doForms' terms and conditions and can be viewed here: https://www.doforms.com/terms-of-use/ Verizon Wireless will direct doForms to fulfill Customer's doForms Services order. Customer support for doForm Services must be obtained directly from doForms, Inc. If Verizon Wireless in its sole discretion determines that an inquiry from a subscriber is related to doForms Services and is not one concerning Equipment or Wireless Service, it may transfer the service request to appropriate doForms representatives.

doForms Service Feature Options			
Features	**Standard**	**Advanced**	**Premium**
Web Portal / Web Browser Client	X	X	X
doForms Mobile App	X	X	X
Form Builder	X	X	X
Reporting	X	X	X
Dispatch Portal / Google Maps		X	X
Job Dispatch / Scheduling		X	X
Barcode Scanning / Labeling		X	X
NFC Tag Reading		X	X
Excel Plug-in		X	X
Secure Email / Scheduled Reporting & Dashboard / Editable Document Forwarding/Transport		X	X
Chain of Custody / Manifest Validation		X	X
Web Services			X
Integration			X
Description: Premium product includes all of the features of Advanced plus the doForms integration options such the Integration Gateway (aka Sync & Save), Web Services, Dispatch Integration, POD Manifest Integration, Included Interfaces (Database Pack, Microsoft Pack, Utility Pack, QuickBooks, Salesforce.com, Verizon Connect).			

Directory Assistance: 411 Search℠	
Our wireless 411 Search℠ is an enhanced directory assistance service with automatic connection. 411 Search offers phone numbers, addresses and information providing quick, safe and convenient service with up to three listings and one call connection per call or text.	
Voice call	$1.99 (subject to change) per call plus applicable airtime, toll, wireless long distance and landline charges
Message Sent via text	With messaging bundle: $1.99 plus airtime for the call, and the message will be subtracted from the monthly allowance
	Per text message: $1.99 plus airtime for the call and $0.20 for the text message

Block all calls except local calls (as defined by call plan): This is not permissible, but Flexible Business Plans are toll free nationwide. No blocking available to Canada or for premium calls such as 411. Toll charges may apply.

Block spam and robocalls: Verizon Call Filter helps you avoid unwanted callers with spam protection, and allows you to set up a spam filter by level of risk, preventing unsolicited calls by sending them directly to voicemail. The basics (spam detection, blocking and reporting) are available at no charge.

Block inbound / outbound text messages: Inbound and outbound text messaging can be blocked, including both at the same time at no charge.

Block international calls to and from North America only: International Services Enabled (ISE) is required to

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permit calls to Mexico. Blocking is available within the North America dialing pattern, which includes the U.S. and Canada. Toll charges may apply. Incoming calls can originate anywhere in the world.

eFax Corporate

The pricing below reflects the monthly access fee discount. No further discounts apply.

eFax Corporate® is the world's leading cloud fax solution, providing state-of-the-art Digital Cloud Fax Technology (DCFT) to customers seeking an internet-based alternative to traditional paper-based fax machines.

SKU#	Description	Monthly Cost	Annual Cost
GOV_SELECT	Provides up to 2 fax numbers and up to 200 pages.	$7.99 (730005)	$86.29 (730004)
GOV_STANDARD	Up to 5 fax numbers and up to 500 pages.	$17.99 (729957)	$194.29 (729956)
GOV_PRO	Up to 10 fax numbers and up to 1000 pages per month	$35.99 (729953)	$388.29 (729952)
EFAX_OVERAGE	Overage charges for exceeding fax sent/received page allowance per month	Overage (730053)	$0.10 per page

Note: Customers must have an active email address to initiate service and receive eFax welcome email. eFax page allowance is per page (sent/received). Multiple licenses and stacking are permitted. eFax licenses on the same account will share page allowances. The eFax application may be used from any internet connection. eFax is compatible with One Talk service and connected multifunction printers with the eFax app installed. eFax licenses are for a 12 month term, no proration. Faxing to International phone numbers is not currently available. Government customers must use the eFax numbers provided by Verizon to receive onshore eFax support (833) 753-2563. Please also refer to the terms of service and privacy statement provided at the links below for additional governing terms.

Terms of Service
https://enterprise.efax.com/company/customer-agreement

Privacy Statement
https://enterprise.efax.com/company/privacy-policy

IBM® MaaS360® Enterprise Mobility Management (EMM)

A discount has been applied. IBM MaaS360 licenses and services are not eligible for any further discounts.

IBM MaaS360 UEM offers a comprehensive, highly secure platform that manages and protects Devices and Things (smartphones, tablets, laptops, desktops,), People and Identity (authentication, authorization, Single Sign On, secure use access), Apps and Content combined with cognitive technology.

Enterprise Mobility Suites: Core Products

License Type	Product	SKU	Description	Monthly	Annual
Per Device: One (1) license per device	**Essentials**	D1P3GLL	Essentials Suite **per Device**	**$2.25** 598456	**$27.00** 598455
	Deluxe	D1P3LLL	Deluxe Suite **per Device**	**$3.75** 598457	**$45.00** 598458
	Premiere	D1P3RLL	Premier Suite **per Device**	**$4.69** 598459	**$56.25** 598460
	Enterprise	D1P3WLL	Enterprise Suite **per Device**	**$6.75** 598461	**$81.00** 598462
Per User: One (1) license per single user with multiple devices	**Essentials**	D1P3ILL	Essentials Suite **Per User**	**$4.50** 598463	**$54.00** 598464
	Deluxe	D1P3NLL	Deluxe Suite **per User**	**$7.50** 598465	**$90.00** 598466
	Premiere	D1P3TLL	Premier Suite **per User**	**$9.38** 598467	**$112.50** 598468
	Enterprise	D1P3YLL	Enterprise Suite **per User**	**$13.50** 598469	**$162.00** 598470

Notes:

- No setup or deployment fee for 50 licenses and up.
- All subscriptions are a 1-year term, and customer has the option to pay annually or monthly.
- Any reduction in the number of licenses can only be made at the time of renewal for both annual and monthly plans. No proration.
- **IBM FastStart Customer Setup** is required for less than 50 licenses.

IBM® MaaS360® Enterprise Mobility Management: Add-On Products

A discount has been applied. IBM MaaS360 licenses and services are not eligible for any further discounts.

- These SKUs require an active subscription from the **Core Products** list (see above).
- This SKU must match the core product exactly (i.e., 1:1). Example: If the customer has 100 Essential Core Products then the customer must order 100 Team Viewer add-ons.

License Type	Product	SKU	Description	Monthly	Annual
Per Device: One (1) license per device	**Mobile Threat Management**	D1AJPLL	Mobile Threat Mgmt **per Device**	**$0.75** 598473	**$9.00** 598474
	Secure Mobile Browser	D1AGWLL	Secure Mobile Browser **per Device**	**$0.75** 598953	**$9.00** 598954
	TeamViewer	D0048ZX	TeamViewer Remote Support SaaS for IBM MaaS360 **per Device**	**$0.75** 625453	**$9.00** 714502
Per User: One (1) license per single user with multiple devices	**Mobile Threat Management**	D1AJSLL	Mobile Threat Mgmt **per User**	**$1.88** 599454	**$22.50** 599455
	Secure Mobile Browser	D1AGZLL	Secure Mobile Browser **per User**	**$1.88** 598955	**$22.50** 598956
	TeamViewer	D0047ZX	TeamViewer Remote Support SaaS for IBM MaaS360 **per User**	**$1.50** 625454	**$18.00** 714452

Product	SKU	Description	Plan ID	Monthly	Annual
Laptop Location	D1AM8LL	Laptop Location	598471	$0.38	
			598472		$4.50

IBM® MaaS360® Enterprise Mobility Management Professional Services				
IBM MaaS360 EEM Professional Services are not eligible for discounts.				
Product	SKU	Plan ID	Description	One-time Cost
IBM Email Setup - One Time Charge	D01XLZX	741452	Provides remotely delivered expertise and guidance in setting up and configuring the MaaS360 Email Access Gateway. The IBM consultant will participate in the discussions and setup remotely via WebEx. Through the initial conversation, the consultant will recommend the appropriate scenario to leverage, and also provide recommendations for redundancy and load balancing as needed. The consultant will assist in deploying any of the following scenarios: (1) Email gateway for any access, (2) Email gateway to allow only MaaS360 Secure Mail clients, (3) Email gateway with client authentication using corporate credentials.	$730.00
Health Check Success Service	D1RTALL	644452	IBM will assess your current deployment against your use cases, future goals, and industry best practices in a 1 day session. Receive a report with a score and recommendations on how to utilize MaaS360 to its full potential.	$2,800.00
IBM Fast Start Customer Setup Service	D1X6SLL	636958	Fast Start is required for accounts activating less than 50 licenses. Provides set up assistance during a 2-hour phone call with a MaaS360 expert	$500.00
EMM 30-Day Trial	D1P3TRL	598957	**One-Time EMM 30-Day Trial.** Customer can trial MaaS360 for 30 days. At the conclusion of the trial (but before the 30 day period ends), customer may convert the account to a paid subscription. Once the order is processed, the number of paid licenses can be provisioned to the account. Note. If the trial expires past the 30 day period customer must contact Verizon.	$0.00
Mobility Training Success Service	D1RTBLL	644453	A 2 day, curriculum based training workshop to skill up your helpdesk, operations team, and administrators on enterprise mobility and IBM MaaS360. Get hands-on with the product in this course with real world scenarios and demos.	$5,700.00
Quick Start Success Service	D1RT9LL	644454	Quick Start Services deliver fast and exceptional enterprise mobility implementation guidance to maximize your investment in less than a week.	$14,000.00

IBM MaaS360 EMM Core Products					
Included features are determined by IBM MaaS360 UEM License Type					
Feature	**Functionality**	**Included Features by License**			
		EMM Essential	**EMM Deluxe**	**EMM Premier**	**EMM Enterprise**
Device Management	Manage smartphones, tablets & laptops featuring iOS, Android, Windows 10 Mobile, Windows 7, Windows 10 & macOS	✔	✔	✔	✔
App Management	Deploy custom enterprise app catalogs Blacklist, whitelist & require apps	✔	✔	✔	✔
Patch and Update Management	Identify & report on missing OS patches Schedule distribution and installation of Windows OS & macOS patches	✔	✔	✔	✔
Identity Management	Single sign-on & touch access Conditional access to trusted devices Identity federation with apps	✔	✔	✔	✔
Advisor	Improve IT operational efficiency by applying best practices & learning from industry & peer benchmarks	✔	✔	✔	✔
Container App	A separate, corporate mobile workplace for iOS, Android & Windows Productivity apps for work in one place	✔	✔	✔	✔
Mobile Expense Management	Monitor mobile data usage with real-time alerts Set policies to restrict or limit data & voice roaming	✔	✔	✔	✔
Secure Mobile Email	Contain emails, attachments & chat to prevent data leakage Enforce authentication, copy/paste & forwarding restrictions FIPS 140-2 compliant, AES-256 bit encryption for data at res	×	✔	✔	✔
Secure Mobile Chat	Contain all chat mobile conversations and data Establish quick connections via corporate directory lookup	×	✔	✔	✔
OS VPN	Leverages the hosted MaaS360 Certificate Authority to issue authentication certs Deployed alongside your corporate VPN solution	×	×	✔	✔
Secure Browser	A feature-rich web browser for secure access to intranet sites Define URL filters & security policies based on categories Block known malicious websites	×	×	✔	✔
Gateway for Browser	Enable MaaS360 Secure Mobile Browser to access enterprise intranet sites, web apps & network resources Access seamlessly & securely without needing a VPN session on mobile device	×	×	✔	✔
Content Management	Enforce authentication, copy/paste & view-only restrictions	×	×	✔	✔

Gateway for Documents	Secure access to internal files: e.g., SharePoint & Windows File Share	×	×	✔	✔
App Security	Enforce authentication & copy/paste restrictions	×	×	✔	✔
Gateway for Apps	Add per app VPN to Application Security to integrate behind-the-firewall data in private apps	×	×	✔	✔
Mobile Document Editor	Create, edit & save content in a secure, encrypted container	×	×	×	✔
Mobile Document Sync	Restrict copy/paste & opening in unmanaged apps Store content securely, both in the cloud & on devices	×	×	×	✔
Mobile Threat Management	Detect and analyze mobile malware on compromised devices Automate remediation via near real-time compliance engine Take action on jailbroken/rooted devices over-the-air	×	×	×	✔

Notes. Customer may purchase IBM MaaS360 software licenses and services ("IBM MaaS360 Services"), to be billed by Verizon Wireless, at the prices listed above. Verizon Wireless is not the licensor of the IBM MaaS360 Services and makes no representations or warranties whatsoever, either express or implied, with respect to them. IBM MaaS360 Services are manufactured by International Business Machines Corporation, Inc. Any license for IBM MaaS360 Services must be obtained directly from IBM MaaS360 either upon purchase or receipt of notification from IBM of access to IBM MaaS360 Services. IBM MaaS360 Services are subject to IBM MaaS360's terms and conditions and can be viewed here: http://www-03.ibm.com/software/sla/sladb.nsf/sla/saas. Verizon Wireless will direct IBM MaaS360 to fulfill Customer's IBM MaaS360 Services order. Customer support for IBM MaaS360 Services must be obtained directly from International Business Machines Corporation, Inc. If Verizon Wireless in its sole discretion determines that an inquiry from a subscriber is related to IBM MaaS360 Services and is not one concerning Equipment or Wireless Service, it may transfer the service request to appropriate IBM MaaS360 representatives.

Intrepid Networks®: Government Subscribers

Discount reflected below. No additional discounts apply.

Intrepid Networks provides a real-time situational awareness solution for both public and private organizations. Intrepid Networks solution suite is suited for emergency response agencies within the public sector, as well as any private sector companies that require day-to-day operational efficiencies and tracking needs. The solution provides critical end-user-level situational awareness which substantially improves operational efficiency and reduces the communication loop.

SKU	Name	Description	Price Plan ID	Cost
INT_RESPONSE_LOCATE	INTREPID	One year subscription for an Intrepid	690053	$60.75
	RESPONSE:	Response: Locate Module user license,		
	LOCATE	which enables secure user access to the		
	MODULE	Intrepid Response: Locate mobile		
	ANNUAL	capability on a single device and the		
	SUBSCRIPTION	Intrepid Response: Locate web application on a single device. The same		
		unique credentials can be used for the		
		web application and mobile application at		
		the same time. Includes hosting, standard		
		support, and routine product updates.		
INT_RESPONSE_CONNECT	INTREPID RESPONSE:	One year subscription for an Intrepid Response: Connect Module user license,	689460	$60.75

	CONNECT MODULE ANNUAL SUBSCRIPTION	which enables secure user access to the Intrepid Response: Locate mobile capability on a single device and the Intrepid Response: Locate web application on a single device. The same unique credentials can be used for the web application and mobile application at the same time. Includes hosting, standard support, and routine product updates.		
INT_RESPONSE_ACTIVATE	INTREPID RESPONSE: ACTIVATE MODULE ANNUAL SUBSCRIPTION	One year subscription for an Intrepid Response: Activate Module user license, which enables secure user access to the Intrepid Response: Locate mobile capability on a single device and the Intrepid Response: Locate web application on a single device. The same unique credentials can be used for the web application and mobile application at the same time. Includes hosting, standard support, and routine product updates.	689952	$27.00
INT_RESPONSE_LOCATE+	INTREPID RESPONSE: Locate+	One year subscription for an Intrepid Response: Locate+ Module user license, which enables secure user access to the Intrepid Response: Locate mobile capability on a single device and the Intrepid Response: Locate web application on a single device. The same unique credentials can be used for the web application and mobile application at the same time. Includes hosting, standard support, and routine product updates. Locate+ contains all the features of Locate plus additional capabilities directed at surveillance, undercover, cell phone tracking and technical operations teams. These include faster GPS ping rates, live cell phone locations, cell tower analytics and finishing tool integrations	689953	$135.00
INT_RESPONSE_LOCATE_TRIAL	INTREPID RESPONSE: LOCATE MODULE 30 DAY FREE TRIAL	30 DAY trial for an Intrepid Response: Locate Module user license, which enables secure user access to the Intrepid Response: Locate mobile capability on a single device and the Intrepid Response: Locate web application on a single device. The same unique credentials can be used for the web application and mobile application at the same time. Includes hosting, standard support, and routine product updates.	689956	$0.00
INT_RESPONSE_CONNECT_TRIAL	INTREPID RESPONSE: CONNECT	30 DAY trial for an Intrepid Response: Connect Module user license, which enables secure user access to the Intrepid Response: Locate mobile	689954	$0.00

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	MODULE 30 DAY FREE TRIAL	capability on a single device and the Intrepid Response: Locate web application on a single device. The same unique credentials can be used for the web application and mobile application at the same time. Includes hosting, standard support, and routine product updates.		
INT_RESPONSE_ACTIVATE_TRIAL	INTREPID RESPONSE: ACTIVATE MODULE 30 DAY FREE TRIAL	30 DAY trial for an Intrepid Response: Activate Module user license, which enables secure user access to the Intrepid Response: Locate mobile capability on a single device and the Intrepid Response: Locate web application on a single device. The same unique credentials can be used for the web application and mobile application at the same time.	689955	$0.00
INT_RESPONSE_LOCATE+_TRIAL	INTREPID RESPONSE: LOCATE+ MODULE 30 DAY FREE TRIAL	30 DAY trial for an Intrepid Response: Locate+ Module user license, which enables secure user access to the Intrepid Response: Locate mobile capability on a single device and the Intrepid Response: Locate web application on a single device. The same unique credentials can be used for the web application and mobile application at the same time. Includes hosting, standard support, and routine product updates.	690003	$0.00
TRAINING_AT_CUST	One (1) TRAINING DAY AT CUSTOMER'S SITE ANY PRODUCT(S)	One (1) day of on-site training for any product at client's desired location (U.S. only). Cost includes travel, training materials & instructor.	597972	$1,875.00
TRAINING_AT_INTREPID	1 TRAINING DAY AT INTREPID FACILITY ANY PRODUCT(S)	One (1) day of training for any product at Intrepid location. Cost includes training materials & instructor.	597971	$750.00

Customer may purchase Intrepid Networks licenses and services ("Intrepid Networks Services"), to be billed by Verizon Wireless, at the prices listed above. Verizon Wireless is not the licensor of the Intrepid Networks Services and makes no representations or warranties whatsoever, either express or implied, with respect to them. Intrepid Networks Services are manufactured by Intrepid Networks®. Any license for Intrepid Networks Services must be obtained directly from Intrepid Networks either upon purchase or installation of the Intrepid Networks Services. Intrepid Networks Services are subject to Intrepid Networks' terms and conditions and can be viewed on the attached document.

Verizon Wireless will direct Intrepid Networks to fulfill Customer's Intrepid Networks Services order. Customer support for Intrepid Networks Services must be obtained directly from Intrepid Networks®. If Verizon Wireless in its sole discretion determines that an inquiry from a subscriber is related to Intrepid Networks Services and is not one concerning Equipment or Wireless Service, it may transfer the service request to appropriate Intrepid Networks representatives.

Lookout Mobile Endpoint Security

These products do not qualify for further discounts.

Lookout Mobile Endpoint Security helps organizations prevent data loss and leakage through mobile devices by delivering advanced security and comprehensive policy-based protection against the spectrum of mobile risk.

SKU	Description	Term	Price
MES-GOV-A-U1Y-PD	Lookout Advanced subscription for threat protection and vulnerability management for 1 year	Annual	$63.00
MES-GOV-P-U1Y-PD	Lookout Premium Subscription for threat protection and vulnerability management for 1 year	Annual	$108.00
GOV-SPT-MES-PRMPLS-U1Y-PD	GOV Prem Plus Support/Device	Annual	$8.10
GOV-SPT-MES-PRM-U1Y-PD	GOV Premium Support/Device	Annual	$4.50

Note: In order to be able to purchase Lookout Mobile Endpoint Security, Customer is required to maintain a minimum of one (1) active and billing Verizon Wireless line of service. Additionally, Customer is required to provide an active corporate email address to complete the activation process.

Verizon provides support for ordering Lookout Mobile Endpoint Security licenses, billing, and will provide Tier one (1) customer support for Lookout.

Lookout will provide Tier two (2) when required through a Verizon Wireless call transfer.

LTE Vehicle Internet

These hardware Sku bundles are not eligible for further discounts.

The LTE Vehicle Internet solution supports in-Vehicle connectivity providing ruggedized routers and cloud-managed services. Services are designed to allow departments to deploy, configure, manage and scale quickly and in real time. Devices support dual carrier with SIM-based Auto-Carrier Selection, Public Safety and Data plans, and are available on many public-sector contract vehicles.

SKU#	Description	OEM P/N	Price
5642701	1-yr NetCloud Mobile FIPS Essentials and Advanced Plans and IBR900 FIPS router with WiFi (1000Mbps modem)	MA1-900F120B-XFA	$1,097.10
5642703	5-yr NetCloud Mobile FIPS Essentials and Advanced Plans and IBR900 FIPS router with WiFi (1000Mbps modem)	MA5-900F120B-XFA	$1,853.10
5642698	1-yr NetCloud Mobile FIPS Essentials and Advanced Plans and IBR1700 FIPS router with WiFi (1200Mbps modem)	MA1-170F120B-XFA	$1,574.10
5642700	5-yr NetCloud Mobile FIPS Essentials and Advanced Plans and IBR1700 FIPS router with WiFi (1200Mbps modem)	MA5-170F120B-XFA	$2,330.10
5642692	1-yr NetCloud Mobile Essentials Plan and IBR900 router with WiFi (1000Mbps modem)	MA1-0900120B-NNA	$899.10
5642694	5-yr NetCloud Mobile Essentials Plan and IBR900 router with WiFi (1000Mbps modem)	MA5-0900120B-NNA	$1,358.10
5584528	1-yr NetCloud Mobile Essentials Plan and IBR1700 router with WiFi (1200Mbps modem)	MA1-1700120B-NNA	$1,448.10
5642691	5-yr NetCloud Mobile Essentials Plan and IBR1700 router with WiFi (1200Mbps modem)	MA5-1700120B-NNA	$1,943.10
5691111	3-yr NetCloud IoT Essentials Plan and IBR600C router with WiFi (150Mbps modem), North America	TB3-600C150M-NNN	$458.10

5691112	5-yr NetCloud IoT Essentials Plan and IBR600C router with WiFi (150 Mbps modem), North America	TB5-600C150M-NNN	$512.10
5642722	1-yr NetCloud Branch Essentials Plan with AER2200 router with WiFi (1200Mbps modem), North America	BA1-2200120B-NNN	$1,412.10
5642723	3-yr NetCloud Branch Essentials Plan with AER2200 router with WiFi (1200Mbps modem), North America	BA3-2200120B-NNN	$1,655.10
5642724	5-yr NetCloud Branch Essentials Plan with AER2200 router with WiFi (1200Mbps modem), North America	BA5-2200120B-NNN	$1,916.10
5691113	3-yr NetCloud IoT Gateway Essentials Plan and IBR200 router with WiFi (10 Mbps modem) for Verizon	TB3-020010M-VNN	$278.10
5691114	5-yr NetCloud IoT Gateway Essentials Plan and IBR200 router with WiFi (10 Mbps modem) for Verizon	TB5-020010M-VNN	$332.10
5642707	LTE Advanced Pro (1200Mbps) modem upgrade for Mobile. Includes IBR1700 & COR Dock doors, no antennas	MA-MC400-1200M-B	$539.99
5584526	3-yr NetCloud Mobile Essentials Plan and IBR1700 router with WiFi (1200Mbps modem), no AC power supply or antennas, North America	MA3-17001200-NNA	$1,682.10
5642693	3-yr NetCloud Mobile Essentials Plan and IBR900 router with WiFi (1000Mbps modem), no AC power supply or antennas, North America	MA3-09001200-NNA	$1,123.20

Note: NetCloud functions vary for FIPS Hardware enabled devices. Consult the Cradlepoint website for specifics.. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. These hardware bundles can be used with 4G Mobile Broadband, Machine to Machine, and Public Safety Mobile Broadband Price Plans. A data plan is required for each modem purchase. There are no returns or exchanges and no Proration's. Reference Cradlepoint terms of service attached hereto.

LTE Vehicle Internet

These Accessories Sku's are not eligible for further discounts.

SKU#	Description	OEM P/N	Price
4765224	COR IBR1700, IBR900 power supply North America	170716-000	$22.49
3715571	Dual-band 2.4/5.0 GHz external WiFi antenna for AER3100, AER2100, IBR900, IBR1100 (1X)	170628-000	$13.49
5427545	Black, Universal 600MHz-6GHz 3G/4G/LTE 2dBi/3dBi 6 in antenna with SMA connector (1x)	170760-000	$13.49
3774498	Vehicle power adapter for COR	170635-000	$22.49
5503087	3 meter power and GPIO cable (direct wire) for IBR1700, IBR9x0	170585-001	$13.04
4381062	Serial DB9 to GPIO cable, 3 meters	170676-000	$16.19
4979362	Panorama antenna 5IN1 Blk dome 2LTE 2WIFI 1GPS	LP-IN1958-B	$283.78
4979363	Panorama antenna 5IN1 Wht dome 2LTE 2WIFI 1GPS	LP-IN1958-W	$283.78
5166824	Panorama antenna 9IN1 Blk dome 4LTE 4WIFI 1GPS	LG-IN2293-B	$461.83
5166826	Panorama antenna 9IN1 Wht dome 4LTE 4WIFI 1GPS	LG-IN2293-W	$461.83

Note: There are no returns or exchanges. Accessories can be purchased separately from hardware bundles. Reference Panorama Antenna terms attached hereto.

MarketSpark

These SKU's Do Not qualify for additional discounts

One Time Charges – Installation and Professional Services

SKU Name / Plan ID	SKU	Description	Frequency	Term	Price
MktSpk-Standard-Install 770512	STANDINST	Standard Installation provides 2.5 hours of on-site technician time required to mount the hardware and establish connectivity at the location of service.	One Time Charge	N/A	$399.00
MktSpk – Self Install 770559	SELFINST	Self Install Remote Support provides 90 minutes of remote installation support service during business hours for customers electing to self-install MarketSpark equipment at their designated locations.	One Time Charge	N/A	$52.50
MktSpk – SiteSurvey – On Site (Optional) 770409	SSURVEY	This service is for 90 minutes of on-site, site survey pre-work that is not included as part of the core installation service.	One Time Charge	N/A	$320.00
MktSpk – Custom Inside Wiring Service – On Site (Optional) 770508	CINWIRE	This service is for hourly, on-site, inside wiring work requested by the customer which is not included as part of the core installation service. Inside wiring work includes, but is not limited to, time required by a technician to survey and prepare a location for installation of connectivity solutions delivered by MarketSpark.	One Time Charge	N/A	$157.50

Monthly Charges -Converted Lines Licenses

SKU Name / Plan ID	SKU	Description	Frequency	Quantity	Price
Voice IP – Converted Line 808052	VLINE	36-month software license (remotely accessed) for voice connectivity (non-Life & Safety) service over IP (as converted from TDM) as a POTS replacement.	Monthly	Per Line	$29.33

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Specialty IP – Converted Line 808102	SLINE	36-month software license (remotely accessed) for M2M connectivity (Life & Safety) service over IP (as converted from TDM) as a POTS replacement. Examples include fire panels, burglar alarms, fax machines, point-of-sales appliances, modems, call boxes, and SCADA-enabled systems.	Monthly	Per Line	$29.33
Monthly Charges – Maintenance Licenses					
SKU Name / Plan ID	**SKU**	**Description**	**Frequency**	**Quantity**	**Price**
MktSpk – M1 Maint 770509	M1MAINT	MarketSpark Command Center Software License for right to use the M1 Solution including portal access and trouble ticket reporting. This software license enables 24x7 measurement and notification on mission critical capabilities of the MarketSpark platform needed to deliver virtual call processing. This software license also includes all firmware/software upgrades during the term of the contract.	Monthly	1	$6.04
MktSpk – MaintenanceM 2 4-8 Line 770408	M2MAINT48	MarketSpark Command Center Software License for right to use the M2 Solution including portal access and trouble ticket reporting. This software license enables 24x7 measurement and notification on mission critical capabilities of the MarketSpark platform needed to deliver virtual call processing. This software license also includes all firmware/software upgrades during the term of the contract.	Monthly	1	$9.96
MktSpk – MaintenanceM 2-12-16LINE 770558	M2MAINT1216	MarketSpark Command Center Software License for right to use the M2 Solution including portal access and trouble ticket reporting. This software license enables 24x7 measurement and notification on mission critical capabilities of the MarketSpark platform needed to deliver virtual call processing. This software license also includes all firmware/software upgrades during the term of	Monthly	1	$19.25

		the contract.			
MktSpk-Voicemail (Optional) 770459	VMAIL	The voicemail feature is a cloud-based solution that allows users to create standardized outgoing messages and record responses from inbound callers.	Monthly	1	$14.00
MktSpk-Auto Attendant/IVR (Optional) 770511	AATEND	The Auto Attendant feature is a cloud-based solution that answers callers with a pre-recorded greeting and then prompts the caller with a list of interactive options. Multiple Auto Attendants can be stored in the system and programmed to answer at different times such as work hours, after hours, or holidays.	Monthly	1	$14.00

Notes: MarketSpark requires customers to use a 4G FWA POTS Backup Plan $15 1GB (57484) for POTS Lines to support the application connectivity and a router device.

MarketSpark activation requirements (Sold Separately)

1. **Monthly Services**
   a. 4G FWA POTS Backup Plan $15 1GB (57484)
   b. 1 – IP-Converted Line License
   c. Maintenance License
2. **Installation**
   a. Site Survey prior to ordering is highly recommended
   b. Standard or Remote Install
   c. Requires a Statement of Work before order placement
3. **Hardware**
   a. MarketSpark Pots Replacement box (Router Device)

***Licenses are billed monthly for up to 36-months and may be prorated at activation**

Subject to MarketSpark General Terms and Conditions

MarketSpark

These hardware and accessory Sku's Do Not qualify for additional discounts

One Time Charges – Hardware

SKU Name / Plan ID	SKU	Description	Frequency	Term	Price
M1 Wireless POTS HW for Voice and Data Solution – 4 line	M10004	LTE Wireless Router (Cradlepoint), Analog Telephone Adapter (4-Port), Battery, Antenna	One Time Charge	N/A	$855.75
M1 Wireless POTS HW for Voice and Data Solution – 8 line	M10008	LTE Wireless Router (Cradlepoint), Analog Telephone Adapter (8-Port), Battery, Antenna	One Time Charge	N/A	$918.75
M2+ Wireless POTS HW for Life Safety Solution – 4 line	M20400	Life-Safety Compliant, LTE Wireless Router (Inhand), Analog Gateway (4-Port), Battery, Antenna	One Time Charge	N/A	$855.75
M2+ Wireless POTS HW for Life Safety Solution - 8 line	M20800	Life-Safety Compliant, LTE Wireless Router (Inhand), Analog Gateway (8-Port), Battery, Antenna	One Time Charge	N/A	$918.75

M2+ Wireless POTS HW for Life Safety Solution - 12 line	M21200	Life-Safety Compliant, LTE Wireless Router (Inhand), Analog Gateway (12-Port), Battery, Antenna	One Time Charge	N/A	$981.75
M2+ Wireless POTS HW for Life Safety Solution - 16 line	M21600	Life-Safety Compliant, LTE Wireless Router (Inhand), Analog Gateway (16-Port), Battery, Antenna	One Time Charge	N/A	$1044.75
MktSpk 15ft Antenna (Optional)	AN15FT	MarketSpark-15ft Antenna-(optional) Directional LTE Antenna. Hardware. Provided directly by MarketSpark., One Time Purchase Charge.	One Time Charge	N/A	$105.00
MktSpk 27ft Antenna (Optional)	AN27FT	MarketSpark-27ft Antenna (optional)- Directional LTE Antenna. Hardware. Provided directly by MarketSpark., One Time Purchase Charge.	One Time Charge	N/A	$131.25
MktSpk 57ft Antenna (Optional)	AN57FT	MarketSpark-57ft Antenna (optional)- Directional LTE Antenna. Hardware. Provided directly by MarketSpark., One Time Purchase Charge.	One Time Charge	N/A	$278.25

MobileIron [Acquired by Ivanti] Secure Unified Endpoint Management (UEM) with Direct Support Bundles: Government Subscribers

The pricing below reflects the monthly access fee discount. No further discounts apply

MobileIron Secure UEM Bundle. Endpoint management for any device (iOS, android, macOS, Windows) Apps@Work, Help@Work, and Sentry.

Optional ADD-ON features: Mobile Threat Defense (MTD) or Mobile Threat Defense Premium (MTD Premium)

SKU	Product Name	Product Description	Monthly Cost Per Unit/ Per Year	Annual Cost Per Unit/ Per Year
MI-UEM-D-1YMC-D	MobileIron Secure UEM	**Per Device Cloud** Subscription License for 1 Year with Direct Support.	$3.00 (693472)	$36.00 (693470)
MI-UEM-U-1YMC-D	MobileIron Secure UEM	**Per User (5 Devices/User) Cloud** Subscription License for 1 Year with Direct Support.	$4.50 (693516)	$54.00 (693517)
MI-UEM-D-1YS-D	MobileIron Secure UEM	**Per Device** Subscription **(On-Premise)** License for 1 Year with Direct Support.	$3.00 (693618)	$36.00 (693620)
MI-UEM-U-1YS-D	MobileIron Secure UEM	**Per User (5 Devices/User) (On-Premise)** Subscription License for 1 Year with Direct Support.	$4.50 (693475)	$54.00 (693476)

MobileIron Secure UEM Premium Bundle: for UEM, Tunnel, AppConnect, Apps, Conditional Access, ZSO One

The pricing below reflects the monthly access fee discount. No further discounts apply

Optional ADD-ON features: Mobile Threat Defense (MTD), Mobile Threat Defense Premium (MTD Premium), Zero Sign-on (ZSO)

SKU	Product Name	Product Description	Monthly Cost Per Unit/ Per Year	Annual Cost Per Unit / Per Year
MI-UEMP-D-1YMC-D	MobileIron Secure UEM Premium	**Per Device Cloud** Subscription License for 1 Year with Direct Support.	$5.63 (693563)	$67.50 (693562)
MI-UEMP-U-1YMC-D	MobileIron Secure UEM Premium	**Per User (5 Devices/User) Cloud** Subscription License for 1 Year with Direct Support.	$9.00 (693511)	$108.00 (693512)
MI-UEMP-D-1YS-D	MobileIron Secure UEM Premium	**Per Device** Subscription **(On-Premise)** License for 1 Year with Direct Support.	$5.63 (693614)	$67.50 (693613)

MI-UEMP-U-1YS-D	MobileIron Secure UEM Premium	**Per User (5 Devices/User)** Subscription **(On-Premise)** License for 1 Year with Direct Support.	$9.00 (693464)	$108.00 (693465)
***Refer to the Additional Requirements below for important information**				

MobileIron Zero Sign-On (ZSO) Feature: Cloud Adaptive security and conditional access for any cloud service or in-house apps The pricing below reflects the monthly access fee discount. No further discounts apply				
SKU	**Product Name**	**Product Description**	**Monthly Cost Per Unit / Per Year**	**Annual Cost Per Unit / Per Year**
MI-ZSO-U-1YC-D	MobileIron Secure UEM	**Per User (5 Devices/User)** Subscription License for 1 Year with Direct Support.	$2.25 (693523)	$27.00 (693520)
NOTE: This feature is an add-on to **Secure UEM Premium** SKUs only ***Refer to the Additional Requirements below for important information**				

MobileIron Threat Defense Features: Cloud Compatible with both MobileIron Cloud and MI Core/On premise The pricing below reflects the monthly access fee discount. No further discounts apply				
MobileIron Threat Defense Feature: Intrusion prevention system integrated into the MobileIron Client to defend against Device, Network, and Application based cyber-attacks The pricing below reflects the monthly access fee discount. No further discounts apply				
SKU	**Product Name**	**Product Description**	**Monthly Cost Per Unit**	**Annual Cost Per Unit**
MI-MTD-D-1YS-D	MobileIron Threat Defense	**Per Device Cloud** Subscription for 1 year with Direct Support.	$3.00 (658460)	$36.00 (633460)
MI-MTD-U-1YS-D	MobileIron Threat Defense	**Per User (5 devices/user) Cloud** Subscription for 1 year with Direct Support.	$4.50 (658463)	$54.00 (633462)
MobileIron Threat Defense Premium Feature: Intrusion prevention system integrated into the MobileIron Client and Advanced App Analysis				

The pricing below reflects the monthly access fee discount. No further discounts apply

SKU	Product Name	Product Description	Monthly Cost Per Unit	Annual Cost Per Unit
MI-MTDPLUS-D-1YS-D	MobileIron Threat Defense Premium	**Per Device Cloud** Subscription for 1 year with Direct Support.	$4.50 (658462)	$54.00 (633461)
MI-MTDPLUS-U-1YS-D	MobileIron Threat Defense Premium	**Per User (5 devices/user) Cloud** Subscription for 1 year with Direct Support.	$6.75 (658464)	$81.00 (633463)

Notes: Includes zConsole (Cloud-based Command & Control Center) Zimperium's mobile threat management platform that monitors security incidents on zIPS-protected mobile devices and provides mobile forensic details (one per customer)

***Refer to the Additional Requirements below for important information**

Additional Requirements: MobileIron Secure UEM Bundles, MobileIron Secure UEM Premuim Bundles, MobileIron Zero Sign-On (ZSO) Feture, MobileIron Threat Defense Features

Purchase Requirements:

- **MobileIron Cloud**: Minimum first time purchase of 25 licenses of Unified Endpoint Management Bundle required
- **MI Core/On premise**: Minimum 500+ Licenses Required for initial order/installation required
- **Deployment services** are required for all first time deployments.
- **Support levels** must match across all products purchased
- **Max of 5 devices/user** for Secure UEM and Secure UEM Premium bundles
- **Customers upgrading** from per Device to per User cannot downgrade
- **Enterprise Support** requires Direct Support

Customer may purchase MobileIron, Inc. [Aquired by Ivanti] ("MobileIron") licenses and services ("MobileIron Services"), to be billed by Verizon Wireless, at the prices listed above. Verizon Wireless is not the licensor of the MobileIron Services and makes no re presentations or warranties whatsoever, either express or implied, with respect to them. MobileIron Services are manufactured by MobileIron, Inc. Any license for MobileIron Services must be obtained directly from MobileIron either upon purchase or installation of the MobileIron Services. MobileIron Services are subject to MobileIron's terms and conditions and can be viewed here: https://www.ivanti.com/company/legal?miredirect. Verizon Wireless will direct MobileIron to fulfill Customer's MobileIron Services order. Customer support for MobileIron Services must be obtained directly from MobileIron, Inc. If Verizon Wireless in its sole discretion determines that an inquiry from a subscriber is related to MobileIron Services and is not one concerning Equipment or Wireless Service, it may transfer the service request to appropriate MobileIron representatives.

MobileIron incapptic Connect Feature: On-Premise Self-service portal for Customer's custom app development The pricing below reflects the monthly access fee discount. No further discounts apply				
SKU	**Product Name**	**Product Description**	**Price Plan ID**	**Annual Cost (Per 10 Apps)**
MI-INCAPPTIC-BAS-D-1YS-D	MobileIron incapptic Connect	Basic license with support for 10 apps using incapptic Connect, an app lifecycle management solution Subscription License for 1 year with Direct Support.	693468	$15,000.00
MI-INCAPPTIC-APP-D-1YS-D	MobileIron incapptic Connect	Extension package with 10 apps, using incapptic Connect Subscription License for 1 year with Direct Support.	693567	$15,000.00
Note: Statement of Work required.				

MobileIron Professional Services - Custom Scope SOW Required The pricing below reflects the monthly access fee. No discounts apply				
SKU	**Product Description**	**Notes**	**Price Plan ID**	**Price per Hour**
MI-PS-SOW-PUF	Professional Services - Custom defined scope (e.g. multi-site, certificate integration, health checks, follow-on services) provided by MobileIron Customer Success organization professionals. Billed upfront	Rate per hour SOW required Billed Upfront	682954	$250.00
MI-RESIDENT-ANY	Resident Services - Resource to assist with the management of MobileIron environment. SOW required.	Rate per hour. 3-month period minimum. SOW required	510404	$130.00
Note: Statement of Work required.				

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MobileIron Professional Services - Open Scope The pricing below reflects the monthly access fee. No discounts apply				
SKU	**Product Description**	**Notes**	**Price Plan ID**	**Price per Hour**
MI-PS-HOURS-PUF	Professional Services -Custom undefined scope, services provided by MobileIron Customer Success organization professionals. Billed upfront	Rate per hour	682955	$250.00
Note: Statement of Work required.				

MobileIron Professional Services - Deployment/Implementation Packages The pricing below reflects the monthly access fee. No discounts apply				
MobileIron Professional Services: Deployment				
SKU	**Product Description**	**Notes**	**Price Plan ID**	**Price per Unit**
MI-PS-SECURE-UEM-CORE	**Core Deployment** for the SECURE UEM bundle (iOS, Android, Win10 and MacOSX, management and security through UEM). See full SKU description.	N/A	693623	$6,250.00
MI-PS-SECURE-UEM-CLOUD	**Cloud Deployment** for the SECURE UEM bundle (iOS, Android, Win10 and MacOSX, management and security through UEM). See full SKU description.	N/A	693525	$3,750.00
MI-PS-SECURE-UEM-PREM-CORE	**Core Deployment** for the SECURE UEM PREMIUM bundle (iOS, Android, Win10 and MacOSX, management and security through UEM, including Email, tunneling, Cloud security for up to 1 IDP and 1 SP). See full SKU description.	N/A	693569	$15,000.00
MI-PS-SECURE-UEM-PREM-CLOUD	**Cloud Deployment** for the SECURE UEM PREMIUM bundle (iOS, Android, Win10 and MacOSX, management and security through UEM, including Email, tunneling, Cloud security for up to 1 IDP and 1 SP). See full SKU description.	N/A	693477	$12,500.00
MI-PS-SECURE-UEM-PREM-ADV-CORE	**Core Deployment** for the SECURE UEM PREMIUM bundle (iOS, Android, Win10 and MacOSX, management and security through UEM, including Email, tunneling,	N/A	693524	$18,750.00

	Cloud security for up to 1 IDP and 5 SP). See full SKU description.			
MI-PS-SECURE-UEM-PREM-ADV-CLOUD	**Cloud Deployment** for the SECURE UEM PREMIUM bundle (iOS, Android, Win10 and MacOSX, management and security through UEM, including Email, tunneling, Cloud security for up to 1 IDP and 5 SP). See full SKU description.	N/A	693478	$16,250.00
MobileIron Professional Services: Implementation				
SKU	**Product Description**	**Notes**	**Price Plan ID**	**Price per Unit**
MI-PS-PREMIUM-IMP	**Premium Implementation** Service - Combination of Advisory Services consultant to plan, oversee and provide best practices guidance along with an Implementation Engineer for design, setup and validation of all technical components. Will also include basic strategic alignment sessions to ensure mobile strategy is being satisfied by the implementation results.	Bundled Strategy, Advisory, and Implementation * On-Site Work is required and need a PO for Travel	510397	$25,000.00
MI-PS-MTD-ENT	**MTD Implementation** (1000+ devices). Includes MobileIron Core or MobileIron Cloud integration with Zimperium zConsole, zConsole policy configuration, and OS and device vulnerability risk analysis.	Remote implementation **Must be purchased with** or added to MobileIron Core or Cloud implementation services	693570	$5,000.00
MI-PS-MTD-SMB	**MTD Implementation** (up to 1,000 devices). Includes MobileIron Core or MobileIron Cloud integration with Zimperium zConsole and zConsole policy configuration.	Remote implementation **Must be purchased with** or added to MobileIron Core or Cloud implementation services	693622	$2500.00
Note: Statement of Work required.				

MobileIron Professional Services –Other The pricing below reflects the monthly access fee. No discounts apply				
SKU	**Product Description**	**Notes**	**Price Plan ID**	**Price per Unit**
MI-PS-EBF-MIGRATOR-DEVICE-LICENSE	**Access to EBF Migrator** per Device License(s) to support a migration to MobileIron Cloud or MobileIron Core.	50 minimum quantity purchase. **Must be purchased with MobileIron Professional Services to assist with the migration** (MI-PS-SOW, MI-PS-SOW-PUF, MI-PS-FIXED, MI-PS-HOURS-PUF, any of the MI-PS-C2C-MIGRATE-XXX SKUs)	682962	$7.50
Note: Statement of Work required.				

MobileIron Professional Services –Enterprise Support The pricing below reflects the monthly access fee. No discounts apply				
SKU	**Product Name**	**Product Description**	**Price Plan ID**	**Price per Unit**
MI-PSENTERPRISE	MobileIron Professional Services	Enterprise Support and Strategic Account Management (annual fee). Must also have MobileIron Annual Direct Maintenance and Support	682964	$60,000.00
Note: Statement of Work required.				

MobileIron SKU Mapping for Legacy SKUs		
Current Product	**New Product**	**Add-On**
Silver	MobileIron Secure UEM	MTD or MTD Premium
Gold*	MobileIron Secure UEM **OR** MobileIron Secure UEM Premium	*Dependent upon MI Secure UEM product selected
Platinum	MobileIron Secure UEM Premium	MTD or MTD Premium, ZSO

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*Note: Current MobileIron Gold subscriber mapping is dependent upon individual customer requirements. See your account representative for additional details.

One Talk Solution: Government Subscribers Only

The plans/features below reflect any applicable discount. No additional discounts apply.

One Talk is a mobile first business telephone system that combines Smartphones and Desk phones (standard and 4G) capabilities into a fully integrated office solution providing a single telephone number ("Mobile Data Number/MDN") with the same type of advanced calling and messaging features.

Desk Phone/Mobile Client (app)/eSIM Price Plan			
Price Plan Type	**Monthly Access**	**Domestic Data Allowance**	**Data Overage Rate**
One Talk IP Desk Phone (Plan ID 28849)	$5.00	100 MB	$15 per GB
One Talk LTE Desk Phone (Plan ID 30186)	$5.00	5 GB	$15 per GB
One Talk Mobile Client for Government (Plan ID 32769)	$0.00	100 MB	$15 per GB
One Talk Native Dialer	Requires smartphone to be activated on Flexible Business plans or Business Unlimited plans. Monthly access is subject to the selected smartphone price plan.		

Auto Receptionist (AR) and Call Queue (CQ)	
Price Plan Type	Monthly Access
One Talk Auto Receptionist (Plan ID 30194)	$5
Auto Receptionist Feature mandatory to plan	$15
One Talk Call Queue Standard (Plan ID 30197)	$5
Call Queue Feature mandatory to plan	$15

One Talk Tiered Pricing Service Feature	
Feature Price Tiers (SFO 90540)	Monthly Service Price

1 - 9 lines		$15
10 - 24 lines		$14
25 – 99 lines		$13
100+ lines		$12
Active desk phone, eSIM, mobile client, native dialer, auto receptionist and call queue lines on this pricing at the end of each bill cycle for all accounts under the customer's government profile with Verizon will aggregate together to determine the volume pricing tier.		
Hunt Group (HG)		
Price Plan & Feature	Monthly Access	
One Talk Hunt Group Plan (Plan ID 30206)	$0	
One Talk Hunt Group Feature	$0	
Optional Features		
One Talk Premium Visual Voicemail for Android Smartphone (84968)	$2.99	
One Talk Premium Visual Voicemail for Desk Phone & Mobile App (87720)		
One Talk Voicemail to Text for iOS Smartphones (84969)		
One Talk Caller Name ID and Spam Filter (86064)	$0.00	
Hunt Group Messaging (88212)	$9.99	
Call Queue Agent (1757)	$1.00	
Additional Devices per MDN[1]		
One Talk pricing for user lines supports multiple devices sharing the single One Talk number. There are two configuration options. Option 1 allows up to 7 devices sharing the number, and option 2 allows up to 8 devices sharing the number. Option 1: 1 LTE Desk Phone, 1 IP Desk Phone, 5 Mobile Applications Option 2: 2 IP Desk Phones, 1 Smartphone, 5 Mobile Applications		

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 4G network. One Talk service is applied to the Verizon Wireless MDN and is available on all of the user's devices.

Applicable One Talk tiered pricing service features are a required part of the
One Talk is not compatible with Fax machines, credit card POS solutions, or Security Systems. One Talk calls originated from a Smartphone, or Mobile drop if either party leaves Verizon 4G and/or Wi-FI coverage. When outside of the 4G coverage area and without 4G or WiFi service, the Smartphone device operates as a standard device (1X calling) with standard voice and SMS messaging capabilities with no One Talk feature s available to the user.

For the Service to work on wireless devices, Customer must select the line on your agency's profile to which you wish to add the One Talk feature. [1]Each One Talk phone number can be shared between devices with the following limits: Up to five smartphones and/or tablets using the One Talk Mobile App or Microsoft® Windows® and/or Apple® Mac® computers using the One Talk Desktop App, two standard desk phones and a single smartphone using One Talk. You may only make voice and/or video calls with up to three (3) devices per One Talk phone number at the same time. [2]The Mobile App can be used on eligible devices (includes devices from other carriers); Smartphones (without One Talk Dialers (Basic, Enhanced, and Native)), wireless and WiFi tablets. The Desktop app can be used in Windows PCs and Mac OS devices, limit five (5) total per MDN (including primary device. Installing the One Talk Mobile App consumes an estimated 30MB of data, the Desktop App consumes approximately 110MB of data.

The Service is not compatible with all price plans and desk phones are not available under all contracts. Check with your sales representative for plan compatibility with the Service and the availability of desk phones under the Contract.

You may be assessed additional 911 surcharges if required by law, for up to a maximum of three devices on each One Talk phone number during the applicable billing cycle.

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This is a current retail plan and is subject to change or be discontinued without notice to the customer. .

Hunt Group Messaging: Allows up to 20 assigned mobile client user the ability to receive and reply to SMS/MMS messages sent to the phone number assigned to the hunt group. The service provides unlimited SMS/MMS messaging.

Call Queue: Up to 40 agents can be assigned to a call queue and up to 25 calls can be held in queue. To be assigned as a call queue agent, the One Talk user's line must have the $1 call queue agent feature.

For additional information regarding One Talk please visit: https://www.verizon.com/business/products/voice-collaboration/unified- communications/one-talk/

Reveal Installation Services

The pricing below reflects one-time charges. No discounts apply

Verizon Connect Fleet USA LLC's Reveal Platform, is a cloud-based fleet, mobile workforce management and asset tracking solution which offers end-to- end capabilities, including advanced analytics, database connectors, integrated maintenance management, advanced administration tools, integrated video monitoring capability, and various levels of support services, training and professional services, and includes all related equipment, services, and features and applicable documentation. Customers pay via a monthly subscription fee and the services include a comprehensive web application and numerous solutions for remote and on the job usage. Users log to the website and can view location and reporting data for vehicles and drivers they have access to.

DATA AND SERVICES OFFSHORING NOTICE AND CONSENT. Although Customer data is stored within the United States, certain VCF Services may be performed and data may be processed, collected, developed, analyzed, stored, or otherwise handled under the services by persons or entities located or working outside U.S. boundaries. IF CUSTOMER REQUIRES HANDLING DATA OR PERFORMANCE OF SERVICES SOLELY WITHIN THE U.S., CUSTOMER SHOULD NOT ORDER THIS SERVICE. BY PLACING AN ORDER FOR THIS SERVICE, CUSTOMER ACKNOWLEDGES AND REPRESENTS THAT IT IS AUTHORIZED0020TO AND PROVIDES CONSENT TO RECEIVE OFFSHORE SUPPORT, which consent includes a waiver to any applicable offshoring restrictions, on behalf of all users of the products and services purchased by Customer.

PLEASE NOTE: VCF Services are not FedRAMP or StateRAMP Authorized. **IF CUSTOMER REQUIRES FEDRAMP OR STATERAMP AUTHORIZATION, CUSTOMER SHOULD NOT ORDER THIS SERVICE. BY PLACING AN ORDER FOR THIS SERVICE, CUSTOMER ACKNOWLEDGES AND REPRESENTS THAT IT IS AUTHORIZED TO WAIVE AND DOES WAIVE ANY FEDRAMP AND/OR STATERAMP REQUIREMENTS APPLICABLE TO THE VCF SERVICES,** on behalf of all users of the products and services purchased by Customer.

GPS Implementation & Operational Guidelines

I. Data Governance

Minimalist Data Input: Agencies are advised to avoid uploading Personally Identifiable Information (PII) such as home addresses or Social Security numbers. Instead, vehicles and drivers should be identified by information such as **Vehicle ID Numbers** and **Employee IDs** or **Other Public Unidentifiable Information**.

II. Access Control & Security

Role-Based Access: Implementation must include the configuration of restrictive user profiles. Only designated "Fleet Administrators" may view location data, while general users or departmental supervisors see only aggregated efficiency reports.

III. Internal Agency Policy Framework

Standard Operating Procedures (SOPs): Each department should establish an internal GPS/Telematics Policy that outlines the specific business purposes of the system (e.g., safety, fuel reduction, maintenance).

Employee Transparency: Agencies should provide written notice to employees regarding the use of telematics for business purposes, including the types of data collected (e.g., speed, idling, location).

SKU	Product Name	Product Description	Term	Price Plan	Price per Unit

				ID	
FLT-GV-1300000125	Installation - no show	Installation - noshow	One Time Charge	784357	$150.00
FLT-GV-1400000200	Install: VTU+Features or AT Trip	Install: VTU+Features or AT Trip	One Time Charge	784358	$80.00
FLT-GV-1400000210	Install: Features Only Trip	Install: Features Only Trip	One Time Charge	784308	$50.00
FLT-GV-1400000211	Install: Camera (Standalone Trip)	Install: Camera (Standalone Trip)	One Time Charge	784208	$80.00
FLT-GV-1400000212	Install: Camera (VTU Trip Add-on)	Install: Camera (VTU Trip Add-on)	One Time Charge	784259	$50.00

Reveal Subscription Services

The pricing below reflects one-time charges. No discounts apply

SKU	Product Name	Product Description	Term	Price Plan ID	Price per Unit
FLT-GV-1400000004	Powered Asset Tracking Subscription - Pro Install	CUSTOMER WOULD ACCESS SERVICE THROUGH WEB PORTAL AND MOBILE APPLICATION. PROVIDES RELIABLE TRACKING FOR FIXED AND MOVABLE FLEET ASSETS SUCH AS BULLDOZERS, EXCAVATORS, TRACTORS, CRANES, AND OTHER ASSETS THAT WOULD HAVE A POWER SUPPLY TO POWER THE TRACKING UNIT. THIS IS A HARD WIRED DEVICE AND IT INCLUDES DEVICE, CABLES, AND MONTHLY SOFTWARE SUBSCRIPTION. REQUIRED SUBSCRIPTION TERM IS 12 MONTHS, INCLUDES PRO INSTALL.	Monthly	784257	$12.95
FLT-GV-1400000016	PTO/Digital Input Subscription	CUSTOMER WOULD ACCESS SERVICE THROUGH WEB PORTAL AND MOBILE APPLICATION. MONITOR POWER TAKE-OFF (PTO) FOR VEHICLES. PTO - IS A METHOD FOR TAKING POWER FROM A POWER SOURCE, SUCH AS A RUNNING ENGINE, AND TRANSMITTING IT TO AN APPLICATION SUCH AS AN ATTACHED IMPLEMENT OR SEPARATE MACHINE.	Monthly	784302	$0.00
FLT-GV-1400000018	Non Powered Asset Tracking Subscription	CUSTOMER WOULD ACCESS SERVICE THROUGH WEB PORTAL AND MOBILE APPLICATION. PROVIDES RELIABLE TRACKING FOR FIXED AND MOVABLE FLEET ASSETS SUCH AS TRAILERS, CONTAINERS/PODS, GENERATORS, HEAVY DUTY EQUIPMENT AND OTHER ASSETS THAT DO NOT HAVE A DEDICATED POWER SUPPLY (I.E. DUMPSTERS). THIS IS A BATTERY	Monthly	784304	$8.95

		POWERED DEVICE WITH 4G TECHNOLOGY. HARDWARE DEVICE AND MONTHLY SOFTWARE SUBSCRIPTION INCLUDED. REQUIRED SUBSCRIPTION TERM IS 12 MONTHS.			
FLT-GV-1400000019	Driver ID Subscription	CUSTOMER WOULD ACCESS SERVICE THROUGH WEB PORTAL AND MOBILE APPLICATION. DRIVER ID SUBSCRIPTION ALLOWS USERS TO IDENTIFY DRIVERS IN NEAR REAL TIME WITH GPS TRACKING. INITIAL ORDER INCLUDES DRIVER ID HARDWARE AND 3 KEY FOBS.	Monthly	784303	$0.00
FLT-GV-1400000030	Vehicle Tracking Subscription - Pro Install	CUSTOMER WOULD ACCESS SERVICE THROUGH WEB PORTAL AND MOBILE APPLICATION. LOCATION TRACKING SERVICE PROVIDES REPORTING ON LOCATION, SPEEDS, IDLING, ETC. THE VEHICLE TRACKING SUBSCRIPTION INCLUDES REVEAL DEVICE, CABLE, AND MONTHLY SOFTWARE SUBSCRIPTION. REQUIRED SUBSCRIPTION TERM IS 12 MONTHS, INCLUDES PRO INSTALL.	Monthly	784202	$19.45
FLT-GV-1400000031	Panic Button Subscription	CUSTOMER WOULD ACCESS SERVICE THROUGH WEB PORTAL AND MOBILE APPLICATION. PANIC BUTTON SUBSCRIPTION NON TRADE AGREEMENT ACT COMPLIANT (NON TAA). THE PANIC FEATURE ALLOWS THE DRIVER TO SEND A DISTRESS SIGNAL TO REVEAL. THIS TRIGGERS AN ALERT IN REVEAL TO NOTIFY RECIPIENTS THAT THE PANIC BUTTON HAS BEEN ACTIVATED.	Monthly	78 4256	$1.00
FLT-GV-1400000041	Vehicle Tracking Subscription - EZ-Pro Install	CUSTOMER WOULD ACCESS SERVICE THROUGH WEB PORTAL AND MOBILE APPLICATION. LOCATION TRACKING SERVICE PROVIDES REPORTING ON LOCATION, SPEEDS, IDLING, ETC. THE VEHICLE TRACKING SUBSCRIPTION INCLUDES REVEAL DEVICE AND MONTHLY SOFTWARE SUBSCRIPTION. PLUG N PLAY HARDWARE. REQUIRED SUBSCRIPTION TERM IS 12 MONTHS. INCLUDES PRO INSTALL.	Monthly	784306	$19.45
FLT-GV-1400000042	Reveal Navigation Subscription	CUSTOMER WOULD ACCESS SERVICE THROUGH WEB PORTAL AND MOBILE APPLICATION. REVEAL NAVIGATION IS A MOBILE SOFTWARE APP THAT KEEPS DRIVERS SAFE BY ENSURING THEY TRAVEL ON PERMITTED ROADS ONLY, AVOIDING RESTRICTIONS LIKE LOW BRIDGES OR TUNNELS ALL WHILE PROVIDING UP-TO-DATE ROUTES TO	Monthly	784352	$7.00

		AVOID MAJOR ACCIDENTS, CONSTRUCTIONS AND ROAD CLOSINGS. ALL VTUS ON ACCOUNT REQUIRE SUBSCRIPTION.			
FLT-GV-1400000052	Logbooks Subscription	CUSTOMER WOULD ACCESS SERVICE THROUGH WEB PORTAL AND MOBILE APPLICATION. LOG BOOK HELPS YOU STAY COMPLIANT WITH THE FMCSA AND MANAGE YOUR DRIVERS' HOURS BY COMBINING NECESSARY VEHICLE DATA WITH DRIVER STATUS FROM THE VERIZON CONNECT ANDROID OR IOS-BASED MOBILE APPLICATION.	Monthly	784305	$4.95
FLT-GV-1400000106	Roadside Assistance Subscription	CUSTOMER WOULD ACCESS SERVICE THROUGH WEB PORTAL AND MOBILE APPLICATION. PROVIDES THE SUBSCRIBER WITH A CONVENIENT MEANS TO SUMMON HELP FOR VEHICLE-RELATED PROBLEMS SUCH AS A BREAKDOWN OR FLAT TIRE. ALL VEHICLE TRACKING UNITS (VTUS) ON ACCOUNT REQUIRE SUBSCRIPTION.	Monthly	784205	$1.50
FLT-GV-1400000113	64GB Upgrade Subscription	64GB MICRO SD CARD UPGRADE SUBSCRIPTION TO ROAD FACING AI DASHCAM AND DUAL CHANNEL AI DASHCAM TO INCREASE VIDEO CAPTURE STORAGE.	Monthly	784255	$1.00
FLT-GV-1400000117	128GB Upgrade Subscription for CP2	STANDARD SD CARD 128GB SUBSCRIPTION (DASHCAM MEMORY UPGRADE), CAN BE USED WITH CP2 DASHCAM ONLY.	Monthly	784356	$2.00
FLT-GV-1400000220	Dual Channel AI Dashcam Subscription - Pro Install	CUSTOMER WOULD ACCESS SERVICE THROUGH WEB PORTAL AND MOBILE APPLICATION. DUAL CHANNEL AI DASHCAM PROVIDES ROAD AND DRIVER FACING VIDEO FOOTAGE FOR HARSH DRIVING EVENTS (HARSH ACCELERATION, CORNERING, ACCELERATION & SUDDEN FORCE). THE DUAL FACING AI DASHCAM SUBSCRIPTION INCLUDES DUAL CAMERA, PRIVACY COVERS, CABLING AND MONTHLY INTEGRATED VIDEO SOFTWARE SUBSCRIPTION. VEHICLE TRACKING SUBSCRIPTION IS REQUIRED AND DASHCAM SUBSCRIPTION TERM IS 12 MONTHS, INCL. PRO INSTALL.	Monthly	784204	$29.95
FLT-GV-1400000221	Road Facing AI Dashcam Subscription -	CUSTOMER WOULD ACCESS SERVICE THROUGH WEB PORTAL AND MOBILE APPLICATION. ROAD FACING AI	Monthly	784353	$24.95

	Pro Install	DASHCAM PROVIDES ROAD FACING VIDEO FOOTAGE FOR HARSH DRIVING EVENTS (HARSH ACCELERATION, CORNERING, ACCELERATION & SUDDEN FORCE). THE ROAD FACING AI DASHCAM SUBSCRIPTION INCLUDES ROAD FACING CAMERA, PRIVACY COVER, CABLING AND MONTHLY INTEGRATED VIDEO SOFTWARE SUBSCRIPTION. VEHICLE TRACKING SUBSCRIPTION IS REQUIRED AND DASHCAM SUBSCRIPTION TERM IS 12 MONTHS, INCLUDES PRO INSTALL.			
FLT-GV-1400000222	AI Dashcam Micro SD Card 128GB Subscription for KP2	AI DASHCAM USING MICRO SD CARD 128GB SUBSCRIPTION (DASHCAM MEMORY UPGRADE), CAN BE USED WITH AI DASHCAM (KP2) ONLY.	Monthly	784252	$1.00
FLT-GV-1400000223	ADAS Forward Facing Video Add-On Subscription	CUSTOMER WOULD ACCESS SERVICE THROUGH WEB PORTAL AND MOBILE APPLICATION. ADAS FORWARD FACING VIDEO ADD-ON. OPTIONAL ADDITIONAL SUBSCRIPTION FOR THE ROAD & DUAL DASHCAM WHICH ENABLES THE ADVANCED DRIVER ASSISTANCE SYSTEM FOR THE DUAL AND ROAD FACING CAMERAS E.G. TAILGATING, PEDESTRIAN COLLISION WARNINGS.	Monthly	784207	$1.10
FLT-GV-1400000224	DMS Driver Facing Video Add-On Subscription	Customer would access service through web portal and mobile application. DMS Driver Facing Video Add-On. Optional additional subscription for the Dual & Driver Facing AI Dashcam which enables the Driver Monitoring System for the driver facing camera e.g. Distracted Driving, Phone Calling.	Monthly	784307	$1.10
FLT-GV-1400000225	Driver Facing AI Dashcam Subscription	CUSTOMER WOULD ACCESS SERVICE THROUGH WEB PORTAL AND MOBILE APPLICATION. DRIVER-FACING CAMERA (DFC) IS AN ADD-ON TO THE INTEGRATED VIDEO PRODUCT. IT ALLOWS THE CUSTOMER TO MONITOR DRIVER BEHAVIOR ALONGSIDE THE STANDARD INTEGRATED VIDEO OFFERING. A CUSTOMER MUST HAVE A ROAD-FACING CAMERA INSTALLED FOR THE DRIVER-FACING CAMERA TO OPERATE.	Monthly	784253	$5.00
FLT-GV-1400000230	Vehicle Tracking	Customer would access service through web portal and mobile application.	Monthly	784354	$17.45

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	Subscription - Self Install	Location tracking service provides reporting on location, speeds, idling, etc. The Vehicle Tracking Subscription includes Reveal device, cable, and monthly software subscription. Required subscription term is 12 months, self install.			
FLT-GV-1400000231	Vehicle Tracking Subscription - EZ - Self Install	Customer would access service through web portal and mobile application. Location tracking service provides reporting on location, speeds, idling, etc. The Vehicle Tracking Subscription includes Reveal device and monthly software subscription. Plug n Play Hardware. Required subscription term is 12 months, self install.	Monthly	784203	$17.45
FLT-GV-1400000232	Powered Asset Tracking Subscription - Self Install	Customer would access service through web portal and mobile application. Provides reliable tracking for fixed and movable fleet assets such as bulldozers, excavators, tractors, cranes, and other assets that would have a power supply to power the tracking unit. This is a hard wired device and it includes device, cables, and monthly software subscription. Required subscription term is 12 months, self install.	Monthly	784206	$10.95
FLT-GV-1400000240	Road Facing AI Dashcam Subscription - Self Install	Customer would access service through web portal and mobile application. Road Facing AI Dashcam provides road facing video footage for harsh driving events (harsh acceleration, cornering, acceleration & sudden force). The Road Facing AI Dashcam subscription includes Road facing camera, Privacy cover, cabling and monthly Integrated Video software subscription. Vehicle tracking subscription is required and Dashcam subscription term is 12 months, self install.	Monthly	784355	$23.45
FLT-GV-1400000250	Dual Channel AI Dashcam Subscription - Self Install	Customer would access service through web portal and mobile application. Dual Channel AI Dashcam provides road and driver facing video footage for harsh driving events (harsh acceleration, cornering, acceleration & sudden force). The Dual Facing AI Dashcam subscription includes Dual camera, privacy covers, cabling and monthly Integrated Video software subscription. Vehicle tracking subscription is required and Dashcam subscription term is 12 months, self install.	Monthly	784254	$28.45
FLT-GV-	AI Dashcam	AI Dashcam using Micro SD Card 256GB	Monthly	795602	$1.60

1400000351	Micro SD Card 256GB Subscription for KP2	Subscription (dashcam memory upgrade), can be used with AI Dashcam (KP2) only.			

Reveal Accessories – Vehicle Monitoring The pricing below reflects the accessory charges. No discounts apply				
SKU	**Product Name (SkU Name)**	**Product Description**	**Term**	**Price per Unit**
FLT-GV-1100000044	XIRGO PANIC KIT REPL	XIRGO PANIC KIT REPLACEMENT	One Time Charge	$15.00
FLT-GV-1100000388	KEY FOB ID	DRIVER ID KEY FOB NON-TAA	One Time Charge	$2.50
FLT-GV-1100000571	XIRGO DRIVER ID KIT	XIRGO DRIVER ID KIT NON-TAA	One Time Charge	$50.00
FLT-GV-1100000682	CBL-0040-TAA XIRGO E	CBL-0040-TAA XIRGO ENHANCED POWER CBL	One Time Charge	$4.00
FLT-GV-1100000720	POWERED ASSET HW REP	POWERED ASSET HW REPLACEMENT	One Time Charge	$95.00
FLT-GV-1100000721	NONPOWERED ASSET HW	NONPOWERED ASSET HW REPLACEMENT	One Time Charge	$95.00
FLT-GV-1100000750	KEY FOB ID TAA (GSA	KEY FOB ID TAA (GSA AND NASPO)	One Time Charge	$3.95
FLT-GV-1100000763	EXTERNAL BUZZER TAA	EXTERNAL BUZZER TAA	One Time Charge	$30.00
FLT-GV-1100000778	ALCOHOL WIPE	ALCOHOL WIPE	One Time Charge	$0.75
FLT-GV-1100000800	XIRGO DRIVER ID KIT	XIRGO DRIVER ID KIT TAA	One Time Charge	$50.00
FLT-GV-1100000921	AI DASHCAM-DUAL-NA-6	AI DASHCAM-DUAL-NA-64-3W	One Time Charge	$379.00
FLT-GV-1100000922	AI DASHCAM-ROAD-NA-6	AI DASHCAM-ROAD-NA-64-3W	One Time Charge	$345.00
FLT-GV-1100000931	MICRO SD CARD 64GB F	MICRO SD CARD 64GB FOR KP2 OR AP1	One Time Charge	$47.00
FLT-GV-1100000932	CABLE CLIP 5 PCS	CABLE CLIP 5 PCS	One Time Charge	$1.00
FLT-GV-1100000933	TORX KEY	TORX KEY	One Time Charge	$4.00
FLT-GV-1100000934	DFC BLANK PLATE FOR	DFC BLANK PLATE FOR KP2	One Time Charge	$7.50
FLT-GV-1100000935	POWER ADAPTOR - OBD-	POWER ADAPTOR - OBD-II PASSTHROUGH	One Time Charge	$28.00
FLT-GV-1100000936	INSTALL TOOL	INSTALL TOOL	One Time Charge	$2.00
FLT-GV-1100000937	POWER ADAPTOR - 9-PI	POWER ADAPTOR - 9-PIN	One Time Charge	$28.00
FLT-GV-1100000938	POWER ADAPTOR - 6-	POWER ADAPTOR - 6-PIN	One Time Charge	$28.00

	PI			
FLT-GV-1100000939	POWER ADAPTOR - OBD-	POWER ADAPTOR - OBD-II DIRECT (POWER)	One Time Charge	$28.00
FLT-GV-1100000940	POWER ADAPTOR - OBD-	POWER ADAPTOR - OBD-II DIRECT (POWER & DATA) (OBDII DATA CABLE KIT REQUIRED FOR ADAS FOR KP2)	One Time Charge	$56.50
FLT-GV-1100000941	DFC PRIVACY COVER	DFC PRIVACY COVER	One Time Charge	$2.00
FLT-GV-1100000942	POWER ADAPTOR - 3-WI	POWER ADAPTOR - 3-WIRE (THREE (3)-WIRE CABLE ADAPTOR FOR KP2)	One Time Charge	$15.00
FLT-GV-1100000951	POWER ADAPTOR – FMS	POWER ADAPTOR – FMS	One Time Charge	$28.00
FLT-GV-1100000961	SIDE PLATE KIT	SIDE PLATE KIT	One Time Charge	$6.00
FLT-GV-1100000962	ANGLED BLOCK WEDGE F	ANGLED BLOCK WEDGE FOR KP2	One Time Charge	$28.00
FLT-GV-1100000968	RFC PRIVACY COVER	RFC PRIVACY COVER	One Time Charge	$2.00
FLT-GV-1100000969	Micro SD Card 128GB	MICRO SD CARD 128GB	One Time Charge	$65.75
FLT-GV-1100000971	PRIVACY STICKER	PRIVACY STICKER	One Time Charge	$1.50
FLT-GV-1100000972	PRIVACY COVER BAG	PRIVACY COVER BAG	One Time Charge	$4.00
FLT-GV-1100000975	DRIVER FACING CAMERA	DRIVER FACING CAMERA	One Time Charge	$47.00
FLT-GV-1100000976	MOUNTING BRACKET & C	MOUNTING BRACKET & CABLE (WINDOW MOUNTING BRACKET WITH POWER CABLE FOR KP2)	One Time Charge	$37.50
FLT-GV-1100000983	3M ADHESIVE REPLACEM	3M ADHESIVE REPLACEMENT FOR KP2	One Time Charge	$4.00
FLT-GV-1100001061	ACCESSORY HARNESS -	ACCESSORY HARNESS – POWERED – Y XIRGO	One Time Charge	$7.50
FLT-GV-1100001091	VEHICLE TRACKING HW	VEHICLE TRACKING HW REPLACEMENT NON-TAA (ELD)	One Time Charge	$145.00
FLT-GV-1100001092	VEHICLE TRACKING HW	VEHICLE TRACKING HW REPLACEMENT NON-TAA	One Time Charge	$145.00
FLT-GV-1100001122	VEHICLE TRACKING HW	VEHICLE TRACKING HW REPLACEMENT TAA (ELD)	One Time Charge	$145.00
FLT-GV-1100001142	256G MSD CARD	MICRO SD CARD 256GB	One Time Charge	$71.00

Knox Customization

Knox Customi… …mprehensive set of tools and services that allow businesses to customize and deploy end-to-end mobile solutions. Transfo…m … …g devices into purpose-built solutions for any industry. *Requires upfront proof of device ownership.	
One Time Charge	$3.00/per license

Samsung Knox for Government Samsung Knox Workspace

Samsung Knox licenses are not eligible for any further discounts.

Knox Workspace is an on-device container that isolates business applications and data from personal ones with government-grade security. Knox Workspace also provides enhanced granular controls over device features to agency IT administrators. Requires an additional MDM/EMM (like Knox Premium) to manage the container. Manage the container by integrating Knox IT policies with your existing MDM solution. Only available for Samsung Devices. https://www.samsungknox.com/en/eula

Subscription	Monthly (Month to Month)	1 – Year Term (Prepaid)	2 – Year Term (Paid in advance)
License Fee	$2.70 (684455)	$32.40 (684466)	$64.80 (684464)
SKU#	MI-OSKPM01GUT2	MI-OSKP101GUT2	MI-OSKP201GUT2

Samsung Knox Configure Customization

Knox Customization is a comprehensive set of tools and services that allow businesses to customize and deploy end-to-end mobile solutions. Transform Samsung devices into purpose-built solutions for any industry. *Requires upfront proof of device ownership. https://www.samsungknox.com/en/eula

SKU#	Description	Term	Price
MI-OVKPS01G	Customization Setup	One Time Charge	$1,499.00/ per license (684452)

Samsung Knox Configure (Samsung Devices Only)

Knox Configure is a cloud based management tool that allows organizations to remotely configure a large number of Samsung devices and tailor them to meet specific needs. Transform Samsung devices into purpose-built solutions for any industry. Upfront proof of device ownership is required, along with Samsung Knox Software v. 2.8+. There are 3 types of Knox Configure licenses: https://www.samsungknox.com/en/eula

SKU#	Description	Term	Price
MI-OSKCS11GUT2	KC Setup- 1 Year	1 year (Prepaid)	$3.75 (684463)

MI-OSKCS21GUT2	KC Setup- 2 Year	2 year (Prepaid)	$7.50 (684462)
MI-OSKCD11GUT2	KC Dynamic- 1 Year	1 year (Prepaid)	$7.50 (684461)
MI-OSKCD21GUT2	KC Dynamic- 2 Year	2 year (Prepaid)	$15.00 (684460)
MI-OSKCD12GUT2	KC-D (per seat) 1 years	1 year (Prepaid)	$9.00 (684456)
MI-OSKCD22GUT2	KC-D (per seat) 2 years	2 year (Prepaid)	$18.00 (686452)

Knox Manage EMM

Knox manage is a cloud-based cross-platform agency mobility management solution combined with an on-device secure container for Samsung devices. Manage devices in the cloud. Compatible with Samsung Android, Android, iOS and windows 10 devices.
https://www.samsungknox.com/en/eula

SKU#	Description	Term	Price
MI-OSKMM10GUT2	Manage Monthly	Month – to – Month	$1.50 (684459)
MI-OSKM110GUT2	Manage- 1 Year	1 year (Prepaid)	$18.00 (684458)
MI-OSKM210GUT2	Manage- 2 Year	2 year (Prepaid)	$36.00 (684457)

Knox Quick Start

SKU#	Description	Term	Price
MI-OVCPK2G	Quickstart II	One Time Charge	$499.00 (684454)
MI-OVCPK3G	Quickstart III	One Time Charge	$1,599.00 (684453)

Notes: Customer may purchase Samsung Knox for Enterprise licenses and services ("Knox Services"), to be billed by Verizon Wireless, at the prices listed above. Verizon Wireless is not the licensor of the Knox Services and makes no representations or warranties whatsoever, either express or implied, with respect to them. Knox Services
are manufactured by Samsung Electronics Co., Ltd. ("Samsung"). Any license for Knox Services must be obtained directly from Samsung either upon purchase or installation of the Knox Services. Knox Services are subject to Knox Services' terms and conditions and can be viewed here: https://www.samsungknox.com/en/eula.
Verizon Wireless will direct Knox Services to fulfill Customer's Knox Services order. Customer support for Knox Services must be obtained directly from Samsung. If Verizon Wireless in its sole discretion determines that an inquiry from a subscriber is related to Knox Services and is not one concerning Equipment or Wireless Service, it may transfer the service request to appropriate Knox Services representatives.

Verizon Mobile Device Management (MDM): Government Subscribers

These calling features reflect the monthly access charge discount. No additional discounts apply.

Verizon MDM Feature	Access Fee
Broadband Hotspot Management[1]	$1.49/device per month or $15/device per year
Unified Endpoint Management[2]	$1.00/device per month or $10/device per year
UEM Advance Features	$1.00/device per month
UEM with Advance Features	$2.00/device per month

Note: See attached Calling Plan and Feature Details for important information about calling plans, features and options. Verizon MDM supports select devices and operating systems and may require installation of a software agent. Verizon MDM features are ordered and billed separately. The Verizon MDM portal is a ***CLOUD BASED SYSTEM*** and accessed via an Internet Browser.

- [1]Broadband Hotspot Management (BBHS) currently supports Broadband Hotspots also known as Jetpacks.
- [2] Unified Endpoint Management (UEM) requires smartphones and Tablets to be under supervision with their respective device enrollment programs, prior to managing device configurations within the Verizon MDM's customers' instance.
  - Requires iOS 12 or Higher
  - Requires iPad OS 13 and higher
- UEM Advance Features
  - Requires Unified Endpoint Management (UEM)
- All services are billed at the account level

**Due to a number of features that require HTML 5, the Verizon MDM portal requires the latest generation browsers (Google Chrome and Microsoft Edge) or two generations earlier.

VZ MDM Implementation Services

This service does not qualify for additional discounts

A certified VZ Solutions Engineer ("SE") will be assigned to provide a full and complete virtual implementation of the VZ MDM solution, including:

- Facilitate customer through onboarding of mobile devices in the Verizon Mobile Device Enrollment Program (DEP);
- Creation and assignment of policies and groups, ensuring group and policy orientation meets customer's project needs
- Provide portal training;
- Oversee a testing phase with a control group;
- Oversee initial production rollout

SKU#	Description	Term	Cost
VZ_IOT_VZMDM_1-10	License Quantity 1-10	One time fee	$99.00
VZ_IOT_VZMDM_11-499	License Quantity 11-499	One time fee	$350.00
VZ_IOT_VZMDM_500-999	License Quantity 500-999	One time fee	$650.00
VZ_IOT_VZMDM_1000_PLUS	License Quantity 1000+	One time fee	$0.70/ license

Notes: This service can be found under the VZ MDM category in BuSS. Multiple tiers cannot be combined during purchase. Separate configurations may use separate tiers.

This service is to be used in conjunction with one of the following VZ MDM Services:

1. Broadband Management
2. Unified Endpoint Management

Verizon Mobile for Microsoft Teams is a service that utilizes existing Verizon Wireless network services to route calls through Microsoft Teams. The wireless feature, when applied to an eligible Verizon Wireless voice plan, will fully integrate your chosen Verizon Wireless Telephone number into the cloud calling and team collaboration solution offered by Microsoft. Once connected, you are able to use your wireless numbers to receive inbound and make outbound calls directly through your Enterprise Microsoft Teams instance for treatment and management.

Verizon Mobile for Microsoft Teams Government Subscribers Only

Features are NOT eligible for monthly access discounts.

Description	Feature Code	Monthly Service Fee
Verizon Mobile for MS Teams GOVT	89561	$4.00

Note: Verizon Mobile for Teams feature works with 5G Nationwide@ network and 4G network plans. For avoidance of doubt, Verizon's 5G Nationwide@ network is a separate network from Verizon's 5G Ultra-Wideband network. **Lines activating on this feature must be on 5G Nationwide or 4G LTE smartphones**.

https://www.verizon.com/support/verizon-mobile-for-ms-teams-legal/

****Disclaimer: Customers should be aware of the following service limitations:

Emergency 911 Calls. 911 will be terminated by Verizon Wireless according to the end user's cellular geo-location if dialed from an assigned mobile device native dialer using the Verizon cellular network. If 911 is dialed from a Microsoft provided app on the phone, laptop, tablet, or desktop; or from a stationary desk IP Phone using a data network connection, the location defined for 911 by your Microsoft Administrator within Microsoft Teams will be used for routing purposes. ***Please see Verizon Mobile for Microsoft Teams Terms and Conditions Addendum for other important information about 911 configuration and other service limitations. ***

Voice Mail Removal and Retention. Adding the Verizon Mobile for Microsoft Teams feature will remove the Verizon voice mail associated to any existing and identified wireless line. It is the customer's responsibility to move and save any needed voicemail prior to activation of the service with Verizon. Verizon does not guarantee that voice mail will be retained in any form. The end user will switch to Microsoft Teams provided voice mail and must setup according to established Microsoft configuration and procedures.

Wireless Priority Service. Wireless Priority Service (WPS) is impacted by call routing to Microsoft. Verizon will support WPS call prioritization at its radio access network. Such prioritization will be removed when the call is transferred to the Microsoft Data network for PBX call routing.

Vendor Privacy. Verizon Mobile for Microsoft Teams enables Verizon wireless smartphone voice communications by routing calling through Microsoft Teams. When you enable this feature, Verizon shares information with Microsoft about end users, such as the phone number and call-related data. This information will be handled by Microsoft in accordance with Microsoft's privacy practices. You authorize Verizon to share your data with Microsoft and acknowledge that any customer requirements for data security will be covered under your separate agreement with Microsoft.

Availability:
This feature is available to any U.S. federal, state and local government customers ("USG Customers") that do not require high security FED RAMP compliance and utilize Microsoft Teams GCC Low or Medium government security platforms. Access to the feature is also regulated appropriately by governing State or Federal contract independently

Exhibit A
Wireless Network Performance Fees

Wireless Network Performance (WNP) is a self-serve portal that allows a customer quick, convenient access to network and device analytics. The tool allows a customer to better manage devices, track usage, be notified of outages and use the best information available to make long-term plans or develop on-the-fly contingency plans.

Wireless Network Performance

The licenses are not eligible for further monthly access discounts.

Description	SKU Name	Perpetual PlanID	Monthly PlanID	Tiers	Monthly Cost	Annual Cost
Basic License						
WNP-BASIC-GOV	WNP-BASIC-GOV	709053	709052	1-499	$ 7.70	$ 88.55
				500 – 999	$ 11.55	$ 123.20
				1,000 – 4,999	$ 19.25	$ 207.90
				5,000 -9,999	$ 38.50	$ 415.80
				10,000 – 99,999	$ $57.75	$ 616.00
				100K -5M	$ 77.00	$ 770.00
Premium License						
WNP-PREMIUM-GOV	WNP-PREMIUM-GOV	709103	709102	1-499	$ 77.00	$ 770.00
				500 – 999	$ 385.00	$ 4,158.00
				1,000 – 4,999	$ 770.00	$ 8,316.00
				5,000 -9,999	$ 1,925.00	$20,790.00
				10,000 – 99,999	$ 3,850.00	$41,580.00
				100K -5M	$ 7,700.00	$80,850.00

Note: Verizon's Wireless Network Performance (WNP) is a central portal that will provide two broadband capabilities that can be leveraged:

- Analytics
- Mapping

Customers will be able to access WNP through My Business after purchase and must be subscribed to the MyBiz portal to use these licenses. Customer's Tier is determined by the number of active lines in service at the time of purchase. See your account representative for additional information.

Zero Trust Dynamic Access

Powered by iboss

These licenses are not eligible for monthly access discounts.

Zero Trust Dynamic Access can help to prevent breaches by helping to make applications, data and services inaccessible to attackers while allowing trusted users to securely and directly connect to protected resources from almost anywhere. Zero Trust Dynamic Access provides a zero-trust cloud security solution for secure access to the open internet, cloud applications, private applications and data, and public cloud services helping to ensure security, conformance to NIST 800-207 guidelines, and provides reporting and analytics in a web-based portal.

SKU	Description	PPID	Billing	Price
CF-WIRELESS-NNI-SLED	Zero Trust Dynamic Access Core Package from Verizon Wireless	697955	Monthly	$2.72
MDF-WIRELESS-NNI-SLED	Zero Trust Dynamic Access Advanced Package from Verizon Wireless	699514	Monthly	$4.17

Note: Zero Trust Dynamic Access powered by iboss solution may require a Mobile Private Network Tiered Hierarchy design where iboss operates the parent private network and each mutual customer of iboss and Verizon Wireless must have a private network built as a child of the iboss parent.

- A minimum quantity of 50 user licenses per order is required.
- For monthly, subscription is paid monthly up front and is a month-to-month term, no proration

*Devices that are certified for private network include:

- Verizon Jetpacks
- LTE and 5G Enabled routers – [Consult with sales and product manager for the number of licenses associated with multi user devices.]
- LTE and 5G enabled tablets, phones and laptops

[1]These SKUs are mutually exclusive and cannot be combined.

Verizon Zero Trust Dynamic Access Professional Services

Powered by iboss

These licenses are not eligible for monthly access discounts

The below packages are the implementation services and professional services for Zero Trust Dynamic Access.

SKU ID	Description	Maximum # of Hours	PPID	Price
IBOSS-IMPLE-PKG-1	Implementation Package 1 - up to 1,000 users. 4 implementation service hours included	4	705454	$ 1,814.00
IBOSS-IMPLE-PKG-2	Implementation Package 2 - up to 5,000 users. 20 implementation service hours included	20	705455	$ 9,070.00
IBOSS-IMPLE-PKG-3	Implementation Package 3 - up to 10,000 users. 40 implementation service hours included	40	705558	$ 18,140.00
IBOSS-IMPLE-PKG-4	Implementation Package 4 - up to 20,000 users. 60 implementation service hours included	60	705510	$ 27,211.00
IBOSS-IMPLE-PKG-5	Implementation Package 5 - up to 100,000 users. 120 implementation service hours included	120	705511	$ 54,422.00
IBOSS-IMPLE-PKG-6	Implementation Package 6 - up to 200,000 users. 200 implementation service hours included	200	705608	$ 90,704.00
IBOSS-PS*	**iboss Professional Services - provides additional implementation support. Requires 2 hours minimum.**		**736452**	**$ 380.00**

State of Florida Contract No: DMS-19/20-006

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Notes: Implementation services are subject to the maximum service hours allotted for each implementation package SKU (the "Maximum Package Hours"). If implementation cannot be completed within the Maximum Package Hours, then additional Implementation Services packages may be purchased.

- If support is unable to complete the implementation within the maximum package hours purchased for onboarding, then additional implementation packages may be purchased.
- ***IBOSS – PS SKU needs to have a scope of work definition to be sold. This Sku cannot be combined with any implementation packages.**

Implementation Services Include

- Implementation Kickoff Call
- Coordination of project and implementation plan with identified milestone and completion dates
- Live technical assistance configuring the SCG platform for activities such as
    - Assistance creating users in the platform
    - Assistance enabling MFA for admin users
    - Time zone configuration
    - Platform maintenance scheduling
    - Email setting configuration
    - Backup configuration
    - Assistance creating a customized SSL decryption certificate
    - Assistance downloading and configuring iboss cloud connectors
    - Policy configuration guidance
    - Creation of IPSEC or GRE tunnel
    - Creation of custom branded block page
    - Creation of custom report schedule
    - Creation of custom IPS rule (requires malware defense package)
    - Customization of PAC script
    - Integration with External SIEM for logging

The following services are out of scope and not included in the implementation package SKU Implementation Services:

- Bulk deployment of cloud connectors to customer devices
- Active Directory, Azure, eDirectory or other directory service configuration or support ·
- MDM configuration or support
- Policy migration from legacy secure gateway or firewall
- Configuration of customer Firewalls, Routers, Switches, Computers, or Third Party Software or Applications

Legacy Plans & Features:

LEGACY: Custom State of Florida Nationwide Push to Talk Plus (PTT) Per Line Calling Plan or Feature

The calling plan below reflects the monthly access charge discount. No additional discounts apply.

Conventional (Basic) Device Plan		Smartphone Device Feature		
			Domestic Anytime Voice Allowance Minutes Per Month	
SOFL Plan Number	Monthly Access Charge Per Line	Tier Domestic Anytime PTT Plus Lines Per Month	Conventional (Basic) Device Plan	Smartphone Device Feature
2B.1 *through* 2B.18 (PTT+94976)	$10.00	1 - 8,999	0	Per selected voice calling plan requirements
Mobile to Mobile Calling	Unlimited			
Data Sent/Received	Per the data package selected or Per the voice calling plan.			

PTT Plus service requires PTT Plus enabled device and coverage. Pricing is based on the current State of Florida, Department of Management Services' quarterly commitment selection and is subject to change. Please refer to the Mobile Communication Services (MCS) Contract DMS-10/11-008C for further details.

LEGACY: Custom State of Florida Nationwide Push to Talk Plus (PTT) Per Line Calling Plan or Feature (INTEROPERABILITY)

The calling plan below reflects the monthly access charge discount. No additional discounts apply.

Conventional (Basic) Device Plan		Smartphone Device Feature		
SOFL Plan Number	Monthly Access Charge Per Line	Domestic Anytime PTT Plus Lines Per Month	Domestic Anytime Voice Allowance Minutes Per Month	
2B.1 *through* 2B.18 (PTT+94976)	$10.00	1 - 8,999	As a plan: 0	As a feature: Per the voice calling plan
Mobile to Mobile Calling	Unlimited			
Data Sent/Received	Per the data package selected or Per the voice calling plan.			

PTT Plus service requires PTT Plus enabled device and coverage. PTT Plus Interoperability requires an Interoperability Gateway, PTT Plus enabled device, and coverage. Pricing is based on the current State of Florida, Department of Management Services' quarterly commitment selection and is subject to change. Please refer to the Mobile Communication Services (MCS) Contract DMS-10/11-008C for further details.

LEGACY: Custom State of Florida SMS Per Message Feature

The calling features below reflect the monthly access charge discount. No additional discounts apply.

SMS (Text Messaging)				
SOFL Plan Number	Monthly Access Charge	Domestic Message Allowance	Domestic Messages Per Month	Per SMS Message Rate (Sent/Received)
3.1 *through* 3.13 (77847)	$0.00	0	1 - 450,999	$0.02

SMS (Text) Messaging: Text Messaging includes Short Message Service (SMS up to 160 characters) and Enhanced Messaging Service (EMS up to 1120 characters). Enhanced Text Messages sent to most SMS handsets will be delivered as multiple Text messages of up to 160 characters each. Subscribers have the option to have text messages disabled entirely without affecting voicemail or other related services. Text Messaging plans do not include Operator Assisted Messaging or International Messaging, which is available for 25¢ per message sent and 20¢ per message received see attached International services pricing for further details... Pricing is based on the current State of Florida, Department of Management Services' quarterly commitment selection and is subject to change. Please refer to the Mobile Communication Services (MCS) Contract DMS-10/11-008C for further details.

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LEGACY: Custom State of Florida MMS Per Message Feature

The calling features below reflect the monthly access charge discount. No additional discounts apply.

MMS (Picture and Video Messaging)				
SOFL Plan Number	Monthly Access Charge	Domestic Message Allowance	Domestic Messages Per Month	Per MMS Message Rate (Sent/Received)
3.1 *through* 3.25 (77848)	$0.00	0	1 - 1,608,999	$0.05

Multi-Media Messaging (MMS): Multi-Media Messaging (MMS) includes picture and video messaging and is only available within the National Enhanced Services Rate and Coverage Area. In addition, MMS messages are $0.25 per message, per address. In addition to the MMS per message charges, MMS uses calling plan Anytime Minutes or kilobytes. Subscribers have the option to have text messages disabled entirely without affecting voicemail or other related services. Text Messaging plans do not include Operator Assisted Messaging or International Messaging, which is available for 25¢ per message sent and 20¢ per message received. Pricing is based on the current State of Florida, Department of Management Services' quarterly commitment selection and is subject to change. Please refer to the Mobile Communication Services (MCS) Contract DMS-10/11-008C for further details.

LEGACY: Custom State of Florida SMS Broadcast Per Message Feature

The calling features below reflect the monthly access charge discount. No additional discounts apply.

SMS Broadcast (Text) Messaging				
SOFL Plan Number	Monthly Access Charge	Domestic Message Allowance	Domestic Messages Per Month	Per SMS Message Rate (Sent/Received)
3B.1 through 3B.25 (77847)	$0.00	0	1 – 130,999	$0.02

SMS (Text) Messaging: Text Messaging includes Short Message Service (SMS up to 160 characters) and Enhanced Messaging Service (EMS up to 1120 characters). Enhanced Text Messages sent to most SMS handsets will be delivered as multiple Text messages of up to 160 characters each. Subscribers have the option to have text messages disabled entirely without affecting voicemail or other related services. Pricing is based on the current State of Florida, Department of Management Services' quarterly commitment selection and is subject to change. Please refer to the Mobile Communication Services (MCS) Contract DMS-10/11-008C for further details.

LEGACY: Custom State of Florida Voice Calling Plans

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Unlimited Night & Weekend Minutes				
SOFL Plan Number	Domestic Anytime Minutes	Conventional and Smartphone Devices Monthly Access Charge	Overage Rate	Domestic Voice Roaming (Outside Florida)
6.1a (86192)	250	$20.60	$0.041	$0.103
6.4a (86193)	600	$30.90	$0.041	$0.103
Data Sent or Received		$1.99 per MB or per Data Package		
Optional Feature				
Domestic Push-to-Talk Plus		$0.00		

Notes: See attached Plan and Feature Details for important information about calling plans, features and options. 3G/4G Smartphones and 3G/4G Multimedia Phones require a data package. 4G service requires 4G equipment and 4G coverage. PTT Plus service requires PTT Plus enabled device and coverage.

LEGACY: Custom State of Florida Unlimited Voice Calling Plan

The calling plan below reflects the monthly access charge discount. No additional discounts apply.

No Domestic Long Distance Charges				
SOFL Plan Number	Domestic Anytime Allowance Minutes*	Conventional and Smartphone Devices Monthly Access Charge	Overage Rate	Domestic Voice Roaming (Outside Florida)
6.6a (86194)	Unlimited	$41.20	N/A	$0.103

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				(includes PTT+)
Data Sent or Received	$1.99 per MB or per Data Package			
Optional Feature				
Domestic Push-to-Talk Plus	$0.00			

Notes: See attached Plan and Feature Details for important information about calling plans, features and options. *Overage Rate applies after allowance. 3G/4G Smartphones and 3G/4G Multimedia Phones require a data package. 4G service requires 4G equipment and 4G coverage. PTT Plus service requires PTT Plus enabled device and coverage.

LEGACY: Custom State of Florida Unlimited Nationwide Voice Calling Plan

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

SOFL Plan Number	Domestic Anytime Allowance Minutes*	Conventional and Smartphone Devices Monthly Access Charge	Overage Rate	Voice Roaming (Canada and Mexico)
6.6a (86197)	Unlimited	$51.50	N/A	$0.69 (includes PTT+)
Data Sent or Received	$1.99 per MB or per Data Package			
Optional Feature				
Domestic Push-to-Talk Plus	$0.00			

Notes: See attached Plan and Feature Details for important information about calling plans, features and options. *Overage Rate applies after allowance. 3G/4G Smartphones and 3G/4G Multimedia Phones require a data package. 4G service requires 4G equipment and 4G coverage. PTT Plus service requires PTT Plus enabled device and coverage.

LEGACY: Custom State of Florida All Inclusive Unlimited Nationwide Voice & Messaging Plan

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Conventional and Smartphone/BlackBerry Devices					
SOFL Plan Number	Monthly Access Charge Per Line	Nationwide Voice Allowance	Domestic Tethering Allowance	Overate Rate	Unlimited Text, Picture, Video Messaging and Data
6.1d(86768-3G)	$51.00	Unlimited	5GB	$10.30/GB	Included

Notes: See attached Plan and Feature Details for important information about calling plans, features and options. Overage Rate applies after allowance. 4G service requires 4G equipment and 4G coverage.

LEGACY: Custom State of Florida All Inclusive Unlimited Nationwide Voice & Messaging Plan (Hotspot)

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Conventional and Smartphone/BlackBerry Devices					
SOFL Plan Number	Monthly Access Charge Per Line	Nationwide Voice Allowance	4G Domestic Hotspot/Tethering	Overate Rate	Unlimited Text, Picture, Video Messaging and Data
6.1d (86769-4G)	$51.00	Unlimited	5GB	$10.30/GB	Included

Notes: See attached Plan and Feature Details for important information about calling plans, features and options. Overage Rate applies after allowance. 4G service requires 4G equipment and 4G coverage.

LEGACY: Custom State of Florida BlackBerry Data Feature Packages

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Data for BlackBerry devices only

SOFL Plan Number	Monthly Access Charge Per Line	Domestic Data Allowance	Overage Rate	Unlimited Text and MMS Messaging
6.10b (77294 and 79789)	$15.45	500MB	$0.00849 per MB	Included*
6.11b (77295 and 79790)	$20.60	1,000MB		
Exhibit 6B (79740 and 79791)	$23.69	2,000MB		

Notes: See attached Plan and Feature Details for important information about calling plans, features and options. Overage Rate applies after allowance. 4G service requires 4G equipment and 4G coverage. *Not included with the State of Florida Nationwide Custom Pooled Voice Services Plans

LEGACY: Custom State of Florida BlackBerry Unlimited Data Feature Package

The calling plan below reflects the monthly access charge discount. No additional discounts apply.

Data for BlackBerry devices only

SOFL Plan Number	Monthly Access Charge Per Line	Domestic Data Allowance	Overage Rate	Unlimited Text and MMS messaging and tethering
6.12b (79407-4G and 79409-3G), (79781-4G and 79780-3G	$32.96	Unlimited*	N/A	Included**

Notes: See attached Plan and Feature Details for important information about calling plans, features and options. 4G service requires 4G equipment and 4G coverage. *Verizon Wireless will limit the data throughput speeds should 25 GB of data usage be reached in any given billing cycle on any line. Data throughput speeds for additional usage will be limited for the remainder of the then-current bill cycle for the line(s) that exceed the 25 GB high-speed data usage threshold. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB with prior written notice **Not available when bundled with the State of Florida Nationwide Custom Pooled Voice Services Plans

LEGACY: Custom State of Florida Mobile Broadband Connect Feature

The calling feature below reflects the monthly access charge discount. No additional discounts apply.

With a Mobile Broadband Connect capable Smartphone/BlackBerry devices only

SOFL Plan Number	Monthly Access Charge Per Line	Domestic Data Allowance	Per Minute Rate and Long distance
6.1f (76404-4G, 76405-3G)	$10.00	Unlimited*	Per the Voice Plan

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Notes: See attached Plan and Feature Details for important information about plans, features and options. Mobile Broadband Connect is currently available on select voice and data devices, and provides Mobile Broadband service utilizing the device as a modem. A mobile office kit, VZAccess Manager Software, a cable for tethering and/ or a software update may be required. Bluetooth® is not supported with Mobile Broadband Connect. Feature may only be added onto an eligible plan coupled with a Custom State of Florida Smartphone or BlackBerry Data Feature Package (SOFL Plans 6.6b, 6.7b, 6.10b, 6.11b and Exhibit 6B). Per Minute Rate applies to voice calls and other data usage in the United States. For optional features, the underlying calling plan determines the rates for voice airtime, and domestic long distance. *Verizon Wireless will limit the data throughput speeds should 25 GB of data usage be reached in any given billing cycle on any line. Data throughput speeds for additional usage will be limited for the remainder of the then-current bill cycle for the line(s) that exceed the 25 GB high-speed data usage threshold. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB with prior written notice

LEGACY: Custom 4G Unlimited Smartphone Plan for Public Sector

State of Florida - Government Subscribers Only

This plan is not eligible for additional monthly access fee discounts.

Monthly Access Fee	**$50.00**
Data Allowance[1]	Unlimited
Mobile Hotspot[2]	Unlimited
Monthly Anytime Minutes	Unlimited
Domestic Long Distance Toll Free	Included
Domestic and International Messaging Allowance[3]	Unlimited

Notes: No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing see attached International services pricing for further details.. Only a 4G smartphone can be activated on this plan.

[1]After 10 GB of data usage on a line during any billing cycle, usage may be prioritized behind other customers in the event of network congestion. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 480p.

[2]Mobile Hotspot is available on all capable devices and allows the line to share data allowance with multiple Wi-Fi enabled devices. If 10 GB of Mobile Hotspot data usage is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage.

[3]Unlimited messaging from within the United States to anywhere in the world where messaging services are available. See attached International services pricing for further details.

The "Custom 4G Unlimited Smartphone Plan for Public Sector – State of Florida Government" is eligible to use Travel Pass SPO code 383.

LEGACY: LTE Business Internet 10 Mbps Speed Tier Machine-to-Machine Plans*

These plans are eligible for monthly access fee discounts.

Monthly Access Fee[1]	$70.00 (41121)	$90.00 (41135)	$140.00 (41205)	$190.00 (41212)
Speed Tier Limit (Up to)[2]	10 Mbps	10 Mbps	10 Mbps	10 Mbps
Data Deprioritization Threshold[3]	25 GB	50 GB	100 GB	150 GB
Data Throughput Limit Threshold[4]	50 GB	100 GB	200 GB	300 GB
Throttled Speed (Up to)	600 Kbps	600 Kbps	600 Kbps	600 Kbps

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Notes: These plans are restricted to the Verizon Wireless 4G network (domestic and international roaming are not available). Only select Customer-provided 4G data routers can be activated on these plans. [1]The monthly access fee will not be pro-rated when moving to a higher speed tier plan during a billing cycle (the higher access fee will be billed); a line cannot move to a lower speed tier during a billing cycle. [2]Speeds represent the maximum speed but may be lower in the event of network congestion. [3]After the data deprioritization threshold is met on a line during any billing cycle, usage may be prioritized behind other customers in the event of network congestion. [4]If the data throughput limit threshold is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage to the applicable throttled speed. Voice calls cannot be placed or received on these plans other than to 611 or 911 (these calls may be placed anywhere in the Nationwide Rate and Coverage Area). If the voice block feature is removed, there will be a $0.25 per minute charge for voice calls. Text messages cannot be sent or received on these plans. If the text message block feature is removed, there will be a $0.20 per message charge for messages sent or received. These plans can be used for point-of-sale, mobile terminal, and business productivity applications. Prohibited applications include, but are not limited to, continuously streaming video, web hosting, and public/guest Wi-Fi systems without prior approval from Verizon Wireless. *These plans are for machine-to-machine service ("M2M Service"). "M2M Service" refers to use of the Wireless Service for the transmission of data between wireless devices and computer servers or other machines, or between wireless devices, with limited or no manual intervention or supervision.

LEGACY: Local Network Command – National Security, Public Safety, and First Responders

This feature is NOT eligible for monthly access fee discounts.

Mission Critical

Monthly Access Fee for First Responders (88112)	$0.00	Customers may process an uplift that may auto renew within a 23 hr. period

Notes: Local Network Command (LNC) is a tool that provides on-demand local control of pre-selected users' network quality of service enhancement on a temporary basis. LNC requires each line to have Responder Private Core Internet Access (RPC IAC) on their lines to enable the feature. Below are the eligible NAICS codes:
**Uplift will renew up to three (3) times after original uplift request, based on the length of time of the original uplift. Total uplift time (original and renewed) cannot exceed 23 hours.

National Security / First Responders / Public Safety	
• 485111 Mixed Mode Transit Systems (Rail & Buses)	• 928110 National Security
• 485112 Commuter Rail Systems	• 926120 Regulation and Administration of Transportation Programs
• 621910 Ambulance Services	• 926150 Regulation, Licensing, and Inspection of Commercial Sectors
• 922110 Courts	• 926130 Regulation and Administration of Comms, Electric, Gas, Utilities
• 922120 Police Protection	• 921150 American Indian and Alaska Native Tribal Governments
• 922130 Legal Counsel and Prosecution	• 921190 Other General Government Support
• 922140 Correctional Institutions	• 921110 Executive Offices
• 922150 Parole Offices and Probation Offices	
• 922160 Fire Protection (except private)	
• 922190 Other Justice, Public Order, and Safety Activities	
• 923120 Administration of Public Health Programs	

LEGACY: Local Network Command – Government Subscribers

This feature is NOT eligible for monthly access fee discounts.

Mission Critical

Monthly Access Fee for Government Agencies (88111)	$1.00	Customers may process an uplift that may auto renew within a 23 hr. period

Notes: Local Network Command (LNC) is a tool that provides on-demand local control of pre-selected users' network quality of service enhancement on a temporary basis. LNC requires each line to have Responder Private Core Internet Access (RPC IAC) on their lines to enable the feature. Below are the eligible NAICS codes:
**Uplift will renew up to three (3) times after original uplift request, based on the length of time of the original uplift. Total uplift time (original and renewed) cannot exceed 23 hours.

Water
924110 Water Infrastructure
221320 Sewage Treatment Facilities
221310 Water Supply and Irrigation Systems

Transportation
482111 Railway Transportation
481111 Passenger Air Transportation
481112 Freight Air Transportation
483111 Shipping Transportation
491110 Postal Service

Information Technology
541512 Computer Integration
541519 Computer Disaster Recovery

Chemical
561612 Protective Services
541330, 541690 Chemical Engineering and

Consulting
239210 Pharmaceutical

Communications
517110 Telecommunications, Wired
517212 Cellular and other Wireless

Telecommunications
238210, 334290 and 561620 Alarm Systems

Critical Manufacturing
237310 Highway, Street and Bridge Construction
811310 Industry Equipment Repair
236210 Industrial Building Construction
211113 Extraction;
236220 Construction Management

Energy
333611 Wind Turbine
221111 Hydroelectric Power Generation
221122 Electric Power Distribution
221118 Other Electric Power Generation
221210 Natural Gas Distribution
221113 Nuclear Electric Power Generation
562211 Hazardous Waste Treatment and Disposal

Healthcare and Public Health
621112 Health Care Practitioners
923120 Public Health Programs

LEGACY: Local Network Command – Enterprise Customers

This feature is NOT eligible for monthly access fee discounts.

Mission Critical

PlaMonthly Access Fee for Enterprise/B2B Customers (NAICS Qualified) (8776)	$2.50	Customers may process an uplift that may auto renew within a 23 hr. period

Notes: Local Network Command (LNC) is a tool that provides on-demand local control of pre-selected users' network quality of service enhancement on a temporary basis. LNC requires each line to have Responder Private Core Internet Access (RPC IAC) on their lines to enable the feature. Below are the eligible NAICS codes:
**Uplift will renew up to three (3) times after original uplift request, based on the length of time of the original uplift. Total uplift time (original and renewed) cannot exceed 23 hours.

Water
924110 Water Infrastructure
221320 Sewage Treatment Facilities
221310 Water Supply and Irrigation Systems

Transportation

Telecommunications
238210, 334290 and 561620 Alarm Systems

Critical Manufacturing
237310 Highway, Street and Bridge Construction
811310 Industry Equipment Repair

482111 Railway Transportation 481111 Passenger Air Transportation 481112 Freight Air Transportation 483111 Shipping Transportation 491110 Postal Service **Information Technology** 541512 Computer Integration 541519 Computer Disaster Recovery **Chemical** 561612 Protective Services 541330, 541690 Chemical Engineering and **Consulting** 239210 Pharmaceutical **Communications** 517110 Telecommunications, Wired 517212 Cellular and other Wireless	236210 Industrial Building Construction 211113 Extraction; 236220 Construction Management **Energy** 333611 Wind Turbine 221111 Hydroelectric Power Generation 221122 Electric Power Distribution 221118 Other Electric Power Generation 221210 Natural Gas Distribution 221113 Nuclear Electric Power Generation 562211 Hazardous Waste Treatment and Disposal **Healthcare and Public Health** 621112 Health Care Practitioners 923120 Public Health Programs

LEGACY: Enhanced Messaging Features

SMS Only for EMAG Enhanced Features

The monthly access fee discounts are reflected in the pricing below. ***NO*** Further discounts apply.

# Messages Included	Monthly Access	Per Message Rate After Allowance
1,000,000* (22119)	$0.00	$0.013

Note: This plan is text only (SMS only, not MMS) for business customers who need to send bulk messaging to Verizon and non-Verizon devices. For cross-carrier messaging, the customer must pay special attention to the Third-Party spam filtering guidelines in the Resources section.

Verizon Device Protection Options & Other Fees:

Fulfillment/Shipping	
Standard: 2-day (orders received before 4PM)	Waived
Urgent: Priority Overnight (delivery by 10:30 AM) (orders received before 4PM)	$14.99
Saturday: (shipping by noon)	$19.99

Non-recurring Verizon Wireless Fees	
Insufficient Funds Check	Waived
Bill Reprint	Waived
Late Fee	Waived
Record Change/Upgrade Fee	Waived

Feature	Basic Voicemail	Basic Visual Voicemail	iPhone Visual Voicemail	Voicemail to Text for iPhone	Premium Visual Voicemail
Monthly Access Fee	Free	Free + Data	Free + Data	$2.99 + Data	$2.99 + Data
Storage Capacity (Messages)	20	20	40	40	40
Message Duration	3 minutes	3 Minutes	3 Minutes	3 Minutes	5 Minutes
Transcription	NA	NA	NA	X	X
Distribution Lists	15	15	NA	NA	20
Distribution Members	10	10	NA	NA	50
Call Return	NA	X	X	X	X
Save Voicemails to device	NA	X	NA	NA	X
Caller Dependent Greetings	NA	NA	NA	NA	20
Caller Dependent Greeting Members per group	NA	NA	NA	NA	50
Reply by Text and E-Mail	NA	X	X	X*	X
Forward by Text and E-Mail	NA	NA	NA	NA	X
Voicemail to Text	NA	NA	NA	X	X
Mobile Application**	NA	X	X	X	X
Reply by FaceTime**	NA	NA	X	X	NA

Verizon Wireless offers this pricing utilizing the terms and conditions of the State of Florida ITN No. DMS-19/20-006 please contact your local Verizon Government Sales representative for additional information. ©Verizon2024.

Terms and Conditions:

Verizon Wireless Plan and Feature Details

Plans and Associated Charges: Billing, shipping and end-user address must be within an area where Verizon Wireless is licensed and provides service. Charges for calls will be based on the cell sites used, which may be outside the calling plan coverage area even when the subscriber is physically within the coverage area. Time of the call is based on the telephone switching office that carries the call, which may be different from the time of day shown on subscriber's phone. Unused monthly minutes and/or Megabytes are lost. On outgoing calls, charges start when subscriber first presses SEND or the call connects to a network, and on incoming calls, when the call connects to a network (which may be before it rings). A call may end several seconds after subscriber presses END or the call disconnects. Calls made on the Verizon Wireless network, are only billed if they connect (which includes calls answered by machines). Billing for airtime and related charges may sometimes be delayed. Calls to "911" and certain other emergency services are toll-free and airtime-free, Airtime may be charged when dialing toll-free numbers.

Anytime Minutes: Anytime Minutes apply when making or receiving calls from a calling plan's rate and coverage area. . Airtime is rounded up to the next full minute. Allowance minutes/Megabytes are not transferable except as may be available on plans with sharing. In order to gain access to coverage in newly expanding markets, subscribers must periodically dial *228 to update roaming information from voice or Smartphone devices; from the VZAccess Manager, go into "Options" and click "Activation," while in the National Enhanced Services Rate and Coverage Area every three months.
This may alter the rate and coverage area. Automatic roaming may not be available in all areas and rates may vary. Roaming charges may be delayed to a later bill.

Long Distance: Unlimited domestic long distance is included when calling from the calling plan's home rate and coverage area, unless otherwise specified in the calling plan.

Unlimited Messaging: Unlimited Messaging is included with select plans and is available in the National Enhanced Services rate and coverage area in the United States. Messaging applies when sending and receiving (i) text, picture and video messages to and from Verizon Wireless and Non- Verizon Wireless customers in the United States,

(ii) Text, picture, and video messages sent via email, (iii) Instant messages, and (iv) Text messages with customers of wireless carriers in Canada, Mexico, Puerto Rico, and the U.S. Virgin Islands. Messaging is subject to Text, Picture, and Video Messaging Terms and conditions. Premium messages are not included.

Mobile to Mobile Calling: Mobile to Mobile Calling minutes apply when making calls directly to or receiving calls directly from another Verizon Wireless subscriber while in the Nationwide Rate and Coverage area. Mobile to Mobile calls must originate and terminate while both Verizon Wireless subscribers are within the Mobile to Mobile Calling area. Mobile to Mobile Calling is not available (i) with fixed wireless devices with usage substantially from a single cell site, (ii) for data usage including Push to Talk Plus calls, Picture or Video Messaging (iii) if Call Forwarding or No Answer/Busy Transfer features are activated, (iv) for calls to Verizon Wireless customers using any of the International services, (v) for calls to check Voice Mail, (vi) in those areas of Louisiana and Mississippi where the users roaming indicator flashes, (vii) in Canada and Mexico and (viii) to users whose current wireless

exchange restricts the delivery of Caller ID And (viii) for incoming calls if Caller ID is not present or Caller ID Block is initiated. Mobile to Mobile Calling minutes will be applied before Anytime Minutes.

Night and Weekend Minutes: Apply to calls made in a calling plan's rate and coverage area only during the following hours: 12:00 am Saturday through 11:59 pm Sunday and 9:01 pm to 5:59 am Monday through Friday. If both Night and Weekend and Mobile to Mobile Calling minute allowances apply to a given call, Mobile to Mobile Calling minutes will apply before Night and Weekend minutes. However, if either allowance is unlimited, the unlimited allowance will always apply first.

Push to Talk Plus: Push to Talk Plus capable Equipment required. Push to Talk Plus capable Equipment can only be used with a Push to Talk Plus calling plan. **Subscribers switching from a Push to Talk Plus Calling Plan to another calling plan may not be able to use certain Push to Talk Plus capable Equipment with the new plan.** Push to Talk Plus calls may only be made with other Verizon Wireless Push to Talk Plus subscribers. Push to Talk Plus Subscribers may initiate or participate on a call, simultaneously, with as many as 250 total participants (total is limited to (50) if interoperating between 3G and 4G participants). Administrators can be designated to manage the Push to Talk contact lists via a single website interface with a single user name/password. Existing Push to Talk Subscriber Equipment may require a software upgrade to use Push to Talk Plus or replacement with a Push to Talk Plus capable device. Push to Talk Plus is only available within the National Enhanced Services Rate and Coverage Area and WiFi access points. There will be a delay from the time a Push to Talk Plus call is initiated until the Push to Talk Plus call is first received by the called party. If an incoming voice call is received while on a Push to Talk Plus call the voice call may be answered and the Push to Talk Plus placed on hold. If an incoming Push to Talk Plus call is received while on a Push to Talk Plus call the PTT call icon can be selected to connect to the Push to Talk Plus call. If the incoming voice or Push to Talk Plus call is not answered a missed call alert will display. Network registration information will be sent to the Equipment each time it is powered on in the National Enhanced Services Rate and Coverage Area, each time the Subscriber travels into the National Enhanced Services Rate and Coverage Area, and every 12 hours if the Subscriber stays within the National Enhanced Services Rate and Coverage Area. While the updated network registration information is being sent to the Equipment, incoming voice calls will go directly to voice mail. Contact list cannot be modified from certain Equipment. Subscriber cannot prevent others who have the Subscriber's MTN from entering the MTN into their Push to Talk contact list. Only one person can speak at a time during a Push to Talk Plus call.. In-Call Talker Override (Talker Priority) allows a pre-determined user priority to take the floor to communicate urgent message over participant. Push to Talk Plus services cannot be used for (i) access to the Internet, intranets or other data networks, except as the device's native applications & capabilities permit, (ii) any applications that tether Equipment to laptops, personal computers or other devices for any purpose. Please refer to the attached One Talk terms of service.

International Long Distance: You need International Eligibility to make international calls to most countries, but you can make calls to some North American destinations without it. Additional surcharges may apply when calling certain countries.

International Roaming Some services, such as premium text messaging, directory assistance, entertainment lines and third-party services, may be available, and charges for these services will be billed (along with applicable toll charges) in addition to roaming rates. Message-waiting-indicator

service is not available where Text Messaging is not available. When using International Phone, or International Data services, or if you subscribe to a Nationwide Plus Canada or Nationwide Plus Mexico Plan, and you're roaming near country borders, calls may be carried by a cell site located in a neighboring country and billed at that country's rates. Verizon Wireless will terminate your service for good cause if less than half of your voice or data usage over three consecutive billing cycles is on the Verizon Wireless National Enhanced Services Rate and Coverage Area. International rates and destinations are subject to change without notice. You must add International Eligibility to your account to roam in many destinations. By using Equipment outside the United States, Subscriber is solely responsible for complying with all applicable foreign laws, rules and regulations ("Foreign Laws"), including Foreign Laws regarding use of wireless phones while driving and use of wireless camera phones. Verizon Wireless is not liable for any damages that result from subscriber's failure to comply with Foreign Laws.

Roaming in GSM countries: GSM International Phone, activated in the United States with compatible Subscriber Identity Module (SIM) card required. Rates terms and conditions apply only when roaming on participating GSM networks in published International Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. Service in certain countries may be blocked without prior notice. Where Text messaging is available, Customer will be charged $0.50 for each message sent and $0.05 for each message received. Text messaging rates are subject to change. Text messages may be sent only to MTNs of (i) Verizon Wireless customers, and
(ii) customers of foreign wireless carriers that participate in international text messaging. Ask your account manager for the most current list of participating foreign carriers.

Data Services

Data Services: Verizon Wireless charges you for all data and content sent or received using our network (including any network overhead and/or Internet Protocol overhead associated with content sent or received), as well as resolution of Internet Protocol addresses from domain names. Sending or receiving data using a virtual private network (VPN) involves additional VPN overhead for which you will be charged. Please note that certain applications or widgets periodically send and receive data in the background, without any action by the user, and you will be billed for such data use. Applications may automatically re-initiate data sessions without you pressing or clicking the **send** or connect button.
Data sessions automatically terminate after 24 hours. A data session is inactive when no data is being transferred. Data sessions may seem inactive while data is actively being transferred, or may seem active when the data is actually cached and data is not being transferred. If you have a Data Only plan and use voice service, domestic voice calls will be billed at $0.25/minute.

Verizon Wireless is implementing optimization and transcoding technologies in our network to transmit data files in a more efficient manner to allow available network capacity to benefit the greatest number of users. These techniques include caching less data, using less capacity, and sizing the video more appropriately for the device. The optimization process is agnostic to the content itself and to the website that provides it. While Verizon Wireless invests much effort to avoid changing text, image, and video files in the compression process, and while any change to the file is likely to be indiscernible, the optimization process may minimally impact the appearance of the file as displayed on your device. For a further, more detailed explanation of these techniques, please refer to the Network Performance attachment.

Verizon Wireless strives to provide customers with the best experience when using our network, a shared resource among tens of millions of customers. To further this objective, Verizon Wireless has implemented Network Optimization Practices designed to ensure that the overwhelming majority of data customers aren't negatively impacted by the inordinate data consumption of a few users. If you use an extraordinary amount of data and fall within the top 5% of Verizon Wireless data users, Verizon Wireless may reduce your data throughput speeds when connected to a congested cell site. The reduction can last for the remainder of the current bill cycle and the immediately following bill cycle to ensure high quality network performance for other users at locations and times of peak demand. For a further more detailed explanation of these techniques please refer to the Network Performance attachment. Data transfer amounts will vary based on application. If you download an audio or video file, the file may be downloaded in sections or in its entirety; data charges will apply to the portion downloaded, regardless of whether you listen to or watch all of it. You may access and monitor your own data usage during a particular billing period, including during the Return Period, by accessing My Verizon online or by contacting Customer Service.

Data Services: Permitted Uses: You can use Verizon Wireless Data Services for accessing the Internet and for such uses as: (i) Internet browsing; (ii) email; (iii) intranet access (including accessing corporate intranets, email and individual productivity applications made available by your company); (iv) uploading, downloading and streaming of audio, video and games; and (v) Voice over Internet Protocol (VoIP).

Data Services: Prohibited Uses. You may not use our Data Services for illegal purposes or purposes that infringe upon others' intellectual property rights, or in a manner that interferes with other users' service, that violates trade and economic sanctions and prohibitions as promulgated by the Departments of Commerce, Treasury or any other U.S. government agency, that interferes with network's ability to fairly allocate capacity among users, or that otherwise degrades service quality for other users. Examples of prohibited usage include: (i) server devices or host computer applications that are broadcast to multiple servers or recipients such that they could enable "bots" or similar routines (as set forth in more detail (ii) below) or otherwise denigrate network capacity or functionality; (ii) "auto-responders, "cancel-bots," or similar automated or manual routines that generate amounts of net traffic that could disrupt net user groups or e-mail use by others; (iii) generating "spam" or unsolicited commercial or bulk e- mail (or activities that facilitate the dissemination of such e-mail); (iv) any activity that adversely affects the ability of other users or systems to use either Verizon Wireless' services or the Internet-based resources of others, including the generation of dissemination of viruses, malware, or "denial of service" attacks; (v) accessing or attempting to access without authority, the information, accounts or devices of others, or to penetrate, or attempt to penetrate Verizon Wireless' or another entity's network or systems; or (vi) running software or other devices that maintain continuous active Internet connections when a computer's connection would otherwise be idle or "any keep alive" functions, unless they adhere to Verizon Wireless" requirements for such usage, which may be changed from time to time.

Verizon Wireless further reserves the right to take measures to protect our network and other users from harm, compromised capacity or degradation in performance. These measures may impact your service, and Verizon Wireless reserves the right to deny, modify or terminate service, with or without

notice, to anyone Verizon Wireless believes is using Data Services in a manner that adversely impacts the Verizon Wireless network. **Verizon Wireless may monitor your compliance, or other subscribers' compliance, with these terms and conditions, but Verizon Wireless will not monitor the content of the communications except as otherwise expressly permitted or required by law. [See the attached Verizon Full Privacy Policy]**

Unlimited Data Plans and Features (such as Mobile Broadband Access, and Push to Talk Plus) may ONLY be used with wireless devices for the following purposes: (i) Internet browsing; (ii) email; and (iii) intranet access (including access to corporate intranets, email, and individual productivity applications like customer relationship management, sales force, and field service automation). The Unlimited Data Plans and Features MAY NOT be used for any other purpose. Examples of prohibited uses include, without limitation, the following: (i) continuous uploading, downloading or streaming of audio or video programming or games; (ii) server devices or host computer applications, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, automated machine–to– machine connections or peer–to–peer (P2P) file sharing; or (iii) as a substitute or backup for private lines or dedicated data connections. This means, by way of example only, that checking email, surfing the Internet, downloading legally acquired songs, and/or visiting corporate intranets is permitted, but downloading movies using P2P file sharing services and/or redirecting television signals for viewing on laptops is prohibited.

For individual use only and not for resale. We will protect our network from harm, which may impact legitimate data flows. We reserve the right to limit throughput or amount of data transferred exceeding 25 GB in any given billing cycle on any line, in any given billing cycle, for all additional usage for the remainder of the then-current bill cycle for the line that exceeds the data usage, and reserve the right to deny or terminate service, without notice, to anyone we believe is using an Unlimited Data Plan or Feature in any manner prohibited above or whose usage adversely impacts our network or service levels. Anyone using more than 25 GB per line in a given billing cycle is presumed to be using the service in a manner prohibited above, and we reserve the right to immediately terminate the service of any such person without notice. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB in with prior written notice. We also reserve the right to terminate service upon notification to the customer.

Unlimited , Mobile Broadband Access, and International Access data sessions may be used for the following purposes: (i) Internet browsing, (ii) e-mail, and (iii) intranet access (including access to corporate intranets, e-mail and individual productivity applications like customer relationship management, sales force and field service automation). Unlimited Mobile Broadband Access and Push to Talk Plus services cannot be used (i) for uploading, downloading or streaming of movies, music or games, (ii) with server devices or with host computer applications, other than applications required for Wireless Sync service, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, Voice over IP (VoIP), automated machine-to-machine connections, or peer-to-peer (P2P) file sharing, or (iii) as a substitute or backup for private lines or dedicated data connections. Additionally, Unlimited Mobile Broadband Access services cannot be used for, (i) access to the Internet, intranets or other data networks, except as the Equipment's native applications and capabilities permit, or (ii) for any applications that tether Equipment to laptops or personal computers other than for use of the Wireless Sync. Unlimited Mobile Broadband Access and data sessions automatically terminate after 2 hours of inactivity, unless Subscriber has Mobile IP (MIP) capable Equipment.

Data Roaming: International Eligibility is needed to roam in many destinations. See attached International services pricing for further details.

International Data Optional Features: International PC Card required for international use. International PC Cards will not work in the United States or Canada and GlobalAccess Subscribers will need a Mobile Broadband Access PC card for domestic use. The domestic and International PC Cards cannot be used at the same time. International Data Optional Features subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Verizon Wireless reserves the right to terminate the service of any subscriber whose total usage is less than half on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles.

M2M Data Plans and Feature Details

A data session is inactive when no data is being transferred, and may seem inactive while data is actively being transferred to a device, or seem active when actually cached and not transferring data. Customer must maintain virus protection when accessing the service and is responsible for all data sent and received including "overhead" (data that is in addition to user-transmitted data, including control, operational and routing instructions, error-checking characters as well as retransmissions of user-data messages that are received in error) whether or not such data is actually received. Verizon Wireless will not be liable for problems receiving Service that result from Customer's device.

Megabyte (MB) Data Plans: M2M data usage is rounded to next full kilobyte at end of each billing cycle. Any unused portion of the megabyte allowance is lost. Equipment will not indicate kilobyte usage.

Data Roaming: International eligibility is needed to roam in many destinations. Only the Canadian Broadband Rate and Coverage Area supports EV-DO. Please refer to the attached international services pricing for additional details.

M2M Data Plan Share Options:

Share Options: Sharing is available only among Government Subscribers on applicable M2M Low Usage and High Usage calling plans.

Account Share: Customer may activate up to 15 share groups per account. Sharing is available only among M2M Lines on the Mobile Broadband M2M Account Share Plans on the same billing account, in the same usage group (e.g. Low Usage and High Usage plans cannot share with each other). Unused allowance will be distributed to M2M Lines with an overage on an as needed basis to M2M Lines on the same billing account that have exceeded their allowance during the same monthly billing period. At the end of each bill cycle any unused allowances will be applied to the overages of the other M2M Lines on the same account beginning with the line with the lowest overage need until depleted. Customers subscribing to Mobile Broadband M2M Account Share Plans will be billed on separate billing accounts and invoices from Subscribers to the Mobile Broadband M2M Profile Share Plans.

Profile Share: Customer may activate one (1) share group per profile (e.g. Low Usage and High Usage plans cannot share with each other); however, customer may have multiple bill accounts on the same profile. Sharing is available only among M2M Lines on the Mobile Broadband M2M Profile Share Plans **on the same profile, in the same usage group**. Each sharing M2M Lines unused KBs will pass to other sharing M2M Lines that have exceeded their data allowance during the same monthly bill cycle. Unused

KBs will be distributed proportionally as a ratio of the KBs needed by each applicable M2M Line to the total KBs needed by all sharing M2M Lines **on the same profile**. Customers subscribing to Mobile Broadband M2M Profile Share Plans will be billed on separate billing accounts and invoices from Subscribers to the Mobile Broadband M2M Account Share Plans.
Note: 1A profile is defined as a Customer's overarching account of record under which Customer may have multiple billing accounts

Call Filter Service Attachment to Verizon Wireless Agreement: Government Terms of Service

This Call Filter Service Attachment ("Call Filter Attachment") to the Agreement between Customer and Verizon Wireless sets forth the terms and conditions specific to the Call Filter Service (described below) to be provided by Verizon Wireless to Customer hereunder. If there are any inconsistencies between this Call Filter Attachment and the Agreement, this Call Filter Attachment shall control with respect to the Call Filter Service functionality or operation. Any capitalized but undefined terms used in this Call Filter Attachment shall have the meanings given such terms in the Agreement.

1. **Call Filter Service Overview.** Verizon Wireless's Call Filter Service allows Customer to take manage its calls (the "Service").

2. **Call Filter and Call Filter Plus Service Description**. Call Filter is available to Customer for no additional monthly charges, and provides spam protection (spam alerts, blocking and reporting). Call Filter Plus provides added protection with caller ID and other premium features for a monthly charge, which are set forth in the Call Filter Plus Service Fees exhibit attached hereto. Call Filter utilizes network-based functionality to provide spam alerts and caller ID information on Customer's devices, and will not require the Call Filter application for these features. Spam blocking and other enhanced spam protection tools require the Call Filter application and a compatible device. Availability of certain features will vary depending on the device.. Basic phones will receive network-based spam protection. Call Filter requires Verizon Wireless's 4G LTE network; limited features of the Service may be available if Customer is roaming on a VoLTE network outside of Verizon Wireless's 4G coverage area.

3. **Call Filter Limitations.** Call Filter is not available for incoming calls from restricted or unlisted numbers. Call Filter does not detect spam calls from international numbers, but Customer may choose to block calls from international numbers. Call Filter utilizes analytics and databases that are continually evolving, including spam reporting by customers. Call Filter may not work with some of our other services like NumberShare or eSIM lines.

4. **Spam Protection and the Call Filter Application**. Call Filter will alert Customer when Customer receives potential spam calls and allows Customer to turn on the spam filter to automatically block (send directly to voicemail) spam calls based on Customer's preferred risk level (as determined by Customer in the Call Filter application). If Customer enrolls in Call Filter through the Call Filter application, Verizon will automatically turn on Customer's spam filter to block all high-risk spam calls, but Customer can always turn off or adjust the blocking within the Call Filter application. Call Filter Plus, provides additional protection with caller ID for unknown numbers, access to a risk assessment meter for each spam call, reverse spam number lookup, and additional categories of spam alerts including "Robo Caller" or "Potential Fraud." With Call Filter Plus, depending upon Customer's device, Customer may also be able to view a list of callers that have been identified as spam or blocked, and block and un-block specific numbers. Call Filter's spam detection and block management may inadvertently mislabel or block

legitimate callers including those to whom Customer may have given consent to communicate with via Customer mobile number. Customer should check Customer voicemail to determine if the caller is legitimate (if they left a voice message and if Customer have voicemail enabled). Verizon Wireless does not guarantee that all calls that are spam will be detected. Customer's spam settings such as spam filters and personal block and spam lists will be permanently deleted once Customer changes devices, uninstalls the Call Filter application, unsubscribes or downgrades the Service, or in the case of Android users, disables the Call Filter application or clear application cache or data.

5. **Caller ID**. Caller ID, available with Call Filter Plus, displays the name, phone number, city and state of a caller's phone number, if these details are available and supported by Customer's device. Some devices may only display the caller's name as the Call Filter may not be available on all devices. Some devices also allow identification of text messages when using an eligible messaging application. Android users may also see the caller's uploaded photo if available.

6. The caller's identity may not show if they are labelled as Robo Caller, Potential Spam or Potential Fraud on certain operating systems. Customer's saved contact names will show instead of the caller identification (so if a call would normally show as a Robo Caller with the Service, but is in Customer's list of contacts, that contact name will show instead). If Customer uploads a photo, Customer's photo will be seen by other Verizon Wireless customers that use the Service but will not override a Customer's contact photo (uploading is not available for all devices).
7.

8. **Data Charges.** Subject to the Agreement, data charges may apply for download of the application and use of the Service. Call Filter does not operate on Wi-Fi, so data charges may apply when using the Service even if Customer device is also connected to Wi-Fi. If Customer's device is eligible for the uploading or receiving of a picture, data charges apply to such uploading and also for receiving pictures. Such data charges will be billed to Customer's Verizon Wireless account according to Customer's data plan. The Service will automatically renew every month unless canceled. For Call Filter Plus, Customer will be billed a Monthly Access Fee as specified in the Call Filter Plus Service Fees exhibit.

9. **Privacy.** Verizon Wireless may use information about Customer's activity in the Service, subject to our Privacy Policy, please refer to the attached Verizon Full Privacy Policy. . In order to provide the Service to Customer, Verizon Wireless will access the following information: MTN, contacts, call log, and messages (Android devices only). Verizon Wireless does not share information for any other purposes other than to render the Service. While a Customer end user can review or turn off these permissions at any time in the device settings, without access to that information, the Service will not be provided to that device.

10. **Licenses and Restrictions.** Call Filter is the property of Verizon Wireless or its licensors. Call Filter software and any application installed on Customer devices are licensed and not sold to Customer. Verizon Wireless and its licensors grants to Customer a limited, non-exclusive, revocable, non-transferable, personal, non-commercial license to use the Service for its intended use, in the United States.

11. **Restrictions on Use.** Customer will not, or permit anyone else to, sell, resell, distribute, sublicense, loan, lease, otherwise transfer, alter, modify, merge, adapt, copy, delete, record, translate, publish, upload, transmit, export, create derivative works of, make any commercial use

of, reverse engineer, decompile, attempt to derive the source code, or disassemble the Service of any software that forms part of the Service. Customer may not use the Service or any part of it for any improper use (including infringement of copyright or other intellectual property rights) and must follow all laws. Customer will not alter, disable, or circumvent any features embedded in the software. All rights not expressly granted to Customer herein are reserved. Verizon Wireless may revoke this license at any time without notice.

12. **Branding.** All trademarks, service marks, trade names, logos, domain names, and any other features of Verizon Wireless's brand are the sole property of Verizon Wireless and Verizon Wireless does not grant any rights to such branding to Customer for any use at all. Customer may not remove or alter any copyright, trademark, or other intellectual property notices of the Service.

13. **User Content.** For certain eligible devices, the Service allows Customer to upload a photo to display. Customer may choose to attach a photo from Customer own photo gallery, a new photo that Customer take, or a photo available for use from an Internet search that Customer conducts. Customer is responsible for any content that Customer uploads to the Service. Verizon Wireless does not monitor or control the content Customer chooses to send via the Service and, Verizon Wireless disclaims all responsibility for such content. Photos that Customer did not take may be subject to copyright protection which limits or prohibits their copying, transmission and/or use. Customer agrees that Customer will not attach copyrighted content in a way that infringes any copyright, and that Customer is wholly responsible for any copyright infringement resulting from Customer's conduct. If Customer is unsure about whether Customer's conduct is lawful, Customer should not attach the content.

14. **Digital Millennium Copyright Act Notice.** If Customer believe that Customer content has been improperly used in the Service in a way that constitutes copyright infringement please contact Verizon at the address below. Pursuant to Title II of the DMCA, all claims alleging copyright infringement for material that is believed to be residing on Verizon's system or network should be promptly sent in the form of written notice to Verizon's Designated Agent. The Designated Agent for DMCA Notice is:

    Verizon Copyright Department
    1320 North Courthouse Road, Floor 9 Arlington,
    Virginia 22201, U.S.A.
    Fax 703.351.3669
    Email DMCA@verizon.com

    NOTE: No other notices or communications should be sent to the Designated Agent, who is appointed solely for the purpose of receiving notices of claims alleging copyright infringement under the DMCA. Specific requirements for proper notification of claimed infringement are set forth in the DMCA (see 17 U.S.C. § 512(c)(3)). Valid notification must be a written communication that includes all of the following elements:

    1. Signature of copyright owner or person authorized to act on behalf of the owner;
    2. Identification of copyrighted work claimed to be infringed;
    3. Identification of the material claimed to be infringing or to be the subject of infringing activity and information reasonably sufficient to permit the service provider to locate the material;

4. Information reasonably sufficient to permit the service provider to contact the complaining party (address, phone number and, if available, email address);
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of the exclusive right allegedly being infringed.

It is the policy of Verizon that upon receipt of a valid DMCA notice Verizon will remove or disable access to allegedly infringing material. There are substantial penalties for false claims (see 17 U.S.C. § 512(f)).

15. **Open Source and Third Party Licenses**. Customer's use of the Service is subject to open source licenses that form part of the Service. Certain software or technical information is licensed from third parties, and may be covered by one or more U.S. Patents, pending U.S. patent applications, and pending counterpart European and international patents. The open source licenses that form part of the Service. Please refer to the Call Filter open source licenses attached hereto.:
    1. [This link is broken. Our technical team reached out to the vendor and that vendor is working on the links, but it has not yet been resolved.
    2.
    3. This link is broken. Our technical team reached out to the vendor and that vendor is working on the links, but it has not yet been resolved.

16. **Termination**. Subject to the dispute resolution provision in the Agreement, Verizon may limit, suspend, terminate or discontinue the Service, or certain features or functions of the Service, at any time without notice, including if Customer breaches this Call Filter Attachment. Customer may terminate Customer's use of the Service at any time by unsubscribing to the Service.

17. **DISCLAIMER OF WARRANTIES**. THE SERVICE AND ANY INCLUDED APPLICATION IS PROVIDED BY VERIZON OR ITS LICENSORS 'AS IS', WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OR CONDITIONS OF ANY KIND, INCLUDING FOR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. CUSTOMER USES THE SERVICE AT ITS OWN RISK. VERIZON WIRELESS AND ITS LICENSORS, AND VENDORS MAKE NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE ACCURACY, AVAILABILITY, COMPLETENESS, USEFULLNESS, SECURITY, RELIABILITY, INTEROPERABILITY, OR THAT THE SERVICE WILL BE UNINTERRUPED, VIRUS FREE, OR COMPATIBLE WITH YOUR DEVICE OR THAT THE SERVICE WILL MEET YOUR EXPECTATIONS AT ALL OR AS TO THE IDENTIFICATION, LABELING, SPAM OR BLOCK MANAGEMENT, OR BLOCKING OF CALLS. VERIZON WIRELESS AND ITS LICENSORS, AND VENDORS DO NOT PROVIDE ANY WARRANTY (EXPRESS OR IMPLIED) OR GUARANTEE THAT ALL SPAM, ROBOCALLER AND FRAUDLENT CALLERS WILL BE IDENTIFIED, LABELED CORRECTLY OR BLOCKED. THE SERVICE COULD CAUSE DAMAGE TO CUSTOMER, ITS DATA, DEVICES, SOFTWARE OR HARDWARE.

18. **LIMITATIONS OF LIABILITY.** TO THE MAXIMUM EXTENT ALLOWED BY LAW, THE LIABILITY OF VERIZON WIRELESS OR ITS LICENSORS, AND VENDORS FOR MONETARY DAMAGES FOR ANY CLAIMS, THAT CUSTOMER MAY HAVE UNDER THESE TERMS ARE LIMITED TO NO MORE THAN THE PROPORTIONATE AMOUNT OF THE SERVICE

CHARGES ATTRIBUTABLE TO THE AFFECTED PERIOD, AND THE MAXIMUM IN DAMAGES RECOVERABLE SHALL BE TEN ($10) U.S. DOLLARS. UNDER NO CIRCUMSTANCES ARE VERIZON WIRELESS, ITS LICENSORS, AND VENDORS LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, MULTIPLE, OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST DATA, REPUTATION, LOSS OF BUSINESS, OR COST OF REPLACEMENT PRODUCTS AND SERVICES ON ANY THEORY OF LIABILITY, ARISING OUT OF OR RELATED TO THE SERVICE OR THE INABILITY TO USE THE SERVICE IN ANY WAY WHETHER FORESEEABLE OR NOT OR WHETHER ADVISED OF THE POSSIBLITY OF SUCH DAMAGES. VERIZON WIRELESS SHALL NOT BE LIABLE FOR ANY DAMAGES, COSTS OR PENALTIES (DIRECT OR INDIRECT) AS A RESULT OF MIS-IDENTIFICATION, MIS-MANAGEMENT OR BLOCKING OF A CALLER OR FAILURE TO PROPERLY IDENTIFY, MANAGE OR BLOCK A CALLER.

19. **[Reserved]**

20. **Export Control.** Use of the Service may be subject to the export and import laws of the Unites States and other countries. Customer agrees to comply with all applicable export and import laws and regulations. By using the Service and/or by downloading the applicable Application, Customer agrees that Customer are not located in, under the control of, or a resident or national of any country, or person, on the United States Treasure Department's list of Specially Designated Nationals or the United States Commerce Department Table of Deny Orders. Customer also agrees that Customer are not located in a country that is subject to the U.S. government embargo, or that is designated by the U.S. as a terrorist supporting country and Customer are not listed on any U.S. government list of prohibited or restricted parties. Customer agrees also not to attempt to export or import any encrypted information, materials, hardware or software.

21. **Safety.** Customer must not endanger either Customer or others by using the Service while driving or engaging in any other activity that requires Customer's full attention.

3rd Eye Technologies End User License Agreement

PLEASE CAREFULLY READ THIS END USER LICENSE AGREEMENT ("AGREEMENT") BEFORE DOWNLOADING, INSTALLING, OR USING THE SOFTWARE. BY USING THE SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

IF YOU AND 3rd Eye Technologies, Inc. HAVE SIGNED A SEPARATE WRITTEN AGREEMENT COVERING YOUR RIGHTS AND DUTIES WITH RESPECT TO THE SOFTWARE, THEN THAT WRITTEN AGREEMENT TAKES PRECEDENCE OVER ANY CONFLICTING TERMS OF THIS AGREEMENT.

IF YOU ARE ACCEPTING THIS AGREEMENT ON BEHALF OF AN ENTERPRISE, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTERPRISE AND ITS END USERS. IT IS YOUR RESPONSIBILITY TO COMMUNICATE THE INFORMATION IN THIS AGREEMENT TO THE ENTERPRISE'S END USERS AND ENSURE THEIR ACCEPTANCE AND COMPLIANCE WITH THE TERMS AND CONDITIONS CONTAINED HEREIN.

BY DOWNLOADING AND/OR USING THE SOFTWARE, YOU ARE INDICATING THAT YOU UNDERSTAND THIS AGREEMENT AND ACCEPT ALL OF ITS TERMS. IF YOU ARE ACCEPTING THE TERMS OF THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT COMPANY OR OTHER LEGAL ENTITY TO THE TERMS OF THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY OR IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, DO NOT INSTALL AND/OR USE THE SOFTWARE.

Capitalized terms used in this Agreement are defined in Section 1 (Definitions).

1. Definitions.

The following definitions apply to capitalized terms used in this Agreement: a. **"Agreement"** means this End User License Agreement ("**EULA**").

b. "**Approved Source**" is 3rd Eye Technologies, Inc., or a distributor or reseller authorized by 3rd Eye Technologies, Inc. to distribute Software in the territory in which You are located.

c. "**Beta**" is a version of the Software that (i) is still in its testing phase and has not yet been released commercially.

d. "**Cloud Services**" means those services provided to You by a cloud services provider which pertain to the operation, administration, maintenance, and provisioning of a cloud infrastructure service including activities involved in controlling, planning, allocating, deploying, coordinating, and monitoring the resources of a network, network planning, configuration management, fault management, security management, performance management, bandwidth management, or other such services. Such services may be licensed as a monthly subscription or on a term subscription basis.

e. "**Documentation**" for a particular Software Version or Release means 3rd Eye's published user guide, release notes and feature listings for that Version or Release.

f. "**Effective Date** is the date on which You accept the terms and conditions of this Agreement by clicking "Agree" or otherwise accepting this Agreement through use of the Software.

g. "**License Metric**" is a parameter for the access or use of the Software, as described in Section 5.

h. "**License Metric Unit**" is a unit of measurement for the number of seats for the License Metric that You purchased for access or use of the Software.

i. "**Licensed Server** is either: (1) a designated environment; (2) a designated service provider cloud environment; or (3) a single server or cluster of servers operating as a single entity at Your facility that You have identified to 3rd Eye at the time of purchase or download which is running a supported operating or computing platform.

j. "**NFR**" means "Not for Resale" and is limited to demonstration use by a reseller.

k. "**Per Instance License** is a license of each specific realization of the Software used to implement the 3rd Eye product(s), and each implementation is referred to as an "Instance" herein.

l. "**Proof of Entitlement**" is 3rd Eye's acceptance of Your order, by providing You access to the Software identified on Your purchase order with 3rd Eye or its authorized reseller.

m. "**3rd Eye**" means 3rd Eye Technologies, Inc.

n. "**3rd Eye Platform**" means any hardware, network appliance, equipment or devices marketed, and sold by 3rd Eye Technologies, Inc.

o. "**Release**" is a particular object code image of a Software product that is identified by a release naming convention starting with "x.y.z" and optionally followed by an additional image identifying string.

p. "**Software**" means the software product identified in Your Proof of Entitlement, and includes 1) machine-readable instructions and data, 2) components, files, and modules, 3) any accompanying audio-visual content, and 4) accompanying activation keys, if any, and 5) associated Documentation. Except where the context otherwise requires, Software includes any Update of that Software that You rightfully receive under a Subscription.

q. "**Special Purpose License**" means any of the licenses described in Section 6 of the Agreement.

r. "**Subscription License**" means a license to Software for a finite, fixed term of use.

s. "**Update**" means software that is an upgrade, bug fix, patch or other Release of Software licensed hereunder that 3rd Eye makes generally available free of incremental charge to customers.

t. "**Version**" means one or more Releases of a particular Software product with a common "x.y" naming convention in the first two places of the Release identifier.

u. "**You**" means the individual, other legal entity, or other business, governmental or not-for-profit organization (but excluding any parent, subsidiary or other affiliate of any of the foregoing) that is the original end user purchaser of a license to the Software from an Approved Source as set forth in the Proof of Entitlement.

v. "**Your Data**" means the substantive data input by You.

2. License Grant.

a. Grant of License. When You purchase or rightfully receive a license to the Software, 3rd Eye grants You, subject to Your payment of the applicable fees, a limited, non- exclusive, revocable, non- sublicensable, non-transferrable right to install (if necessary) and access and use that Software, only in object code form, for the term stated in Your Proof of Entitlement, solely for internal business operations and subject to the terms of this Agreement and in accordance with the Documentation. You may only use the Software in a manner for which You have purchased and obtained a valid license as indicated in Your Proof of Entitlement. The software image that contains Software that You license might also include additional unlicensed features or functionality that You may not use unless You purchase a separate license at an additional fee. Specific features and functionality are included in Your license to the Software only if 3rd Eye Documentation for that Version of the Software identifies those features and functionality as being included.

b. c - No longer applicable

d. Operating System License Grant. In the event that the Software is loaded on a 3rd Eye Platform, the operating system software installed on the 3rd Eye Platform that You have purchased along with the Software, and their respective Updates, may only be used on said 3rd Eye Platform and may not be installed or used on any other appliance. 3rd Eye virtual appliances may be used on a supported virtual infrastructure.

e. Disaster Recovery. You may make one copy of the Software You have licensed solely for backup and/or disaster recovery purposes

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Each Software product is identified by a unique name. This name, when combined with a Version number corresponds to a specific base set of product features and functionality identified for that Version of the Software in the Documentation.

4. Term of License.
a. Subscription License. If Your license is a Subscription License, then the term of the Subscription shall be as specified on Your Proof of Entitlement. The Subscription License term specified in Your Proof of Entitlement is non-cancellable and non- refundable. You may, renew or reinstate Your Subscription license subject to the terms of 3rd Eye policies at the time of the renewal and/or reinstatement.

b. Per Instance License. If Your license is a Per Instance License (whether perpetual, subscription or per usage based), then the term shall be as specified on Your Proof of Entitlement.

c. Special Purpose License. If Your license is a Special Purpose License (see Section 6, below), then its term shall be as stated in Your Proof of Entitlement. If You have no Proof of Entitlement or if Your Proof of Entitlement fails to state a license term, then the term of Your Special Purpose License shall be up to a maximum of eight (8) weeks from the date that You first received the Software, whether via download unless otherwise specified in a separate written agreement which You may have entered into with 3rd Eye.

d. Perpetual License. If You have a valid Proof of Entitlement that clearly states that Your license is "Perpetual", then, except as stated below, Your license is perpetual, subject only to termination for non- payment of license fees or other breach of this Agreement. An otherwise Perpetual license to the operating system software installed on the 3rd Eye Platform, along with the Software, and their respective Updates will nonetheless terminate if and when You sell or otherwise transfer the 3rd Eye Platform on which You use it.

5. License Metrics.

License Metrics include the following:

a. Named Users - the number of individuals to which You and Your authorized users grant access for one or more services furnished, managed, or provisioned by any Instance of the Software. A Named User who accesses such services through multiple devices is nonetheless counted as a single Named User.

b. Concurrent Sessions - the number of connections to which You and Your authorized users grant access for one or more services concurrently furnished, managed, or provisioned by any Instance of the Software.

c. Other Forms of License. Other License Metrics may be defined for specific Software as specified in Your Proof of Entitlement.

6. Special Purpose Licenses.
Special Purpose Licenses are limited, short-term licenses that may not be used for any production or commercial application or similar use.

a. NFR-based License. If Your Proof of Entitlement for certain Software (or a separate written agreement with 3rd Eye) identifies Your license as "Not for Resale" or with words of like meaning, AND if You are a 3rd Eye-authorized distributor or reseller, then for the license term (see Section 4, above) You may use the Software, but only to demonstrate features and performance of the Software to prospective buyers, and only while You remain a 3rd Eye-authorized distributor or reseller. The Software provided under this license may not be resold.

b. Evaluation/Beta Use-based License. If Your Proof of Entitlement for certain Software (or a separate written agreement with 3rd Eye) identifies Your license as "Evaluation Use", "Beta Use" or with words of like meaning, then for the license term (see Section 4, above) You may install and use the Software, but only for internal evaluation of the Software.

7. License Restrictions; Limitations and Prohibitions.
This Section 7 supersedes any contrary provision elsewhere in this Agreement and applies to all varieties of licenses, whether Per Instance, Special Purpose, Subscription, Perpetual or otherwise:

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b. Approved Source. You shall have no right or license in the Software unless You rightfully received the Software from an Approved Source.

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d. Restructures. If You are a party to a transaction (or related series of transactions) involving a merger, consolidation or other corporate reorganization where You do not survive the transaction(s), the transaction(s) shall also be deemed a prohibited transfer.

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(i) Decompile, disassemble or reverse engineer the Software or modify, unbundle, or create derivative works based on the Software, except as expressly permitted by applicable law without the possibility of contractual waiver. If the law requires 3rd Eye to provide interface information to You to adapt the Software, 3rd Eye, at its option, may either (A) provide the information to You subject to Your acceptance of non-disclosure and use limitation terms that 3rd Eye reasonably requires, or (B) perform that adaptation itself at a reasonable charge for services;

(i) Copy the Software except for archival purposes or as necessary for You to install and make use of the Software as expressly licensed by 3rd Eye;

(iii) Detach or separate any libraries, files, modules or other components embedded within a Software product or within a particular software image You have received even if any such library, file, module or other component is separately licensable, or use any such modules, files or other components separately from the Software product or software image in which it is embedded (except to the extent that a documented feature of the Software product is implemented by doing so);

(iv) Furnish any copy of the Software or other means of access to the Software to any third party other than to Your contractor(s) solely for Your benefit in performing contract services for You and in that case only if that contractor has agreed to adhere to the terms of this Agreement. If You do furnish Software or access to Software to Your contractor(s), You shall remain fully and primarily responsible to 3rd Eye for compliance with all provisions of this Agreement;

(v) Remove (or, if the license includes the right to make copies of the Software, fail to include in those copies) any readme files notices, disclaimers, marks and labels included in the Software as delivered by 3rd Eye;

(vi) Use or allow use of the Software in violation of any applicable law or regulation or to support or facilitate any illegal activity;

(vii) Use the Software or allow anyone else to use the Software for benchmarking or other testing not related to Your internal use;

(viii) Attempt to gain unauthorized access to the Software or its related systems or networks;

(ix) Copy any ideas, features or functions or graphics of the Software

i. [RESERVED]

8. Termination.

a. Early Termination for Breach. This Agreement shall automatically terminate If at any time You:

(i) fail to make timely payment of any applicable fees due in respect of the Software, or (ii) breach any term of this Agreement

b. Effect of Termination or Expiration. If Your license term expires without renewal or reinstatement or otherwise terminates, then You shall promptly destroy or return to 3rd Eye all copies of the Software and related documentation in Your possession or control. In the event You have a paid cloud-based Subscription License, 3rd Eye may permit You to access the Software solely to the extent necessary for You to retrieve a file of Your Data provided You request such access within sixty (60) days prior to the termination of the paid Subscription license. You agree and acknowledge that 3rd Eye has no

obligation to retain Your Data and that Your Data may be irretrievably deleted sixty (60) days following the termination of the Subscription License.

c. Survival. The provisions of Sections 1, 7, 8.b, 8.c, and 9-27 shall survive termination or expiration of this Agreement.

9. Confidentiality.
You agree that aspects of the Software and associated documentation are the confidential property of 3rd Eye. As such, You shall exercise all reasonable commercial efforts to maintain the Software and associated documentation in confidence, which, at a minimum includes restricting access to the Software to Your employees and contractors having a need to use the Software for Your internal business purposes.

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You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, exportability, appropriateness, and ownership of Your Data. 3rd Eye treats Your information and Your Data in accordance with its Privacy Policy found at http:// www.3rd Eyesecure.net/legal/privacy-policy.

11. Ownership.
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(ii) For any other license of Software under this Agreement, 3rd Eye warrants for Your sole benefit that for a period of ninety (90) days from the Effective Date (the "Software Warranty Period"), the Software shall substantially conform to the Documentation. You may not make a software warranty claim after the lapse of the Software Warranty Period. YOUR SOLE AND EXCLUSIVE REMEDY AND THE ENTIRE LIABILITY OF 3rd Eye FOR BREACH OF ANY WARRANTY REGARDING SOFTWARE UNDER THIS SECTION 12 SHALL BE THE REPLACEMENT OF THE DEFECTIVE SOFTWARE.

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c. Disclaimer of All Other Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 12, TO THE EXTENT PERMITTED BY LAW, 3rd Eye DISCLAIMS ALL WARRANTIES IN AND TO THE SOFTWARE (WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE), INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE,

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RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. This disclaimer and exclusion shall apply even if the express warranty fails of its essential purpose.

d. Indemnification. 3rd Eye shall defend and indemnify You, at its own expense, from any suit brought against You based upon a claim that the Software infringes any third party trade name, patent or copyright ("IP Claims") and will pay all damages and costs that a court awards against You as a result of such claim, provided that You: (i) promptly give 3rd Eye written notice of such IP Claim after becoming aware of it and furnish 3rd Eye with a copy of each communication, notice or other document exchanged with the claimant relating to the IP Claim; (ii) give 3rd Eye complete control of the defense and settlement of the IP Claim; and (iii) fully cooperate with 3rd Eye in the defense or settlement of such claim. 3rd Eye shall have no obligation or liability with respect to any IP Claim, which is based in whole or part upon: (a) the combination, operation or use of the Software with any hardware, software or other device supplied by a party other than 3rd Eye and the claim would not have arisen but for such combination, operation or use; (b) any modification of the Software which is not pre - approved by 3rd Eye in writing; (c) any specifications, designs or instructions provided to 3rd Eye by or on behalf of You;
(d) Your failure to promptly modify the Software (e.g., install a supported Release provided by 3rd Eye), if the claim could have been avoided had You followed 3rd Eye's directions for the implementation of such modification: or (e) use of the Software in a manner other than that for which it was designed or in a manner other than as specified by 3rd Eye. If use of the Software is enjoined or threatened to be enjoined in connection with an IP Claim, 3rd Eye may, at its expense, either: (y) obtain for You the right to continue to use the Software, or (z) replace the Software with non-infringing software that has substantially similar features and functionality, the use of which is not restricted or prohibited. If in 3rd Eye's sole judgment, neither of the foregoing actions is reasonably available to it, then 3rd Eye will refund the amount paid by You for the Software depreciated on a five year straight-line basis. THE REMEDIES SET FORTH IN THIS SECTION 12.d ARE YOUR SOLE AND EXCLUSIVE REMEDIES FROM 3rd Eye WITH RESPECT TO ANY IP CLAIM.

13. Limitation of Damages. To the extent permitted by law:

a. IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF 3rd Eye, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, SUPPLIERS AND LICENSORS TO YOU FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY (WHETHER UNDER CONTRACT OR STATUTE, IN TORT (INCLUDING PRODUCT LIABILITY) OR OTHERWISE), EXCEED THE PRICE PAID BY YOU FOR LICENSED RIGHTS TO THE SOFTWARE, FOR THE CURRENT TERM.

b. IN NO EVENT SHALL ANY BREACH BY 3rd Eye IN CONNECTION WITH ANY REPRESENTATIONS, WARRANTIES OR COMMITMENTS, EXPRESS OR IMPLIED, RELATING TO THE SOFTWARE EXCUSE YOUR UNAUTHORIZED USE OF SOFTWARE OR IMPAIR 3rd Eye'S RIGHT TO TERMINATE ANY LICENSE BASED ON YOUR BREACH OF THIS AGREEMENT.

c. NEITHER 3rd Eye NOR ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, SUPPLIERS OR LICENSORS SHALL BE LIABLE FOR ANY LOST PROFITS, LOSS OF YOUR DATA, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING FROM THIS AGREEMENT OR USE OF THE SOFTWARE.

d. BECAUSE SOME JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OR ALL OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

e. [RESERVED]

f. 3rd Eye has set its prices and entered into this Agreement in reliance upon the disclaimers of warranty and the limitations of liability stated above. Those disclaimers and limitations reflect an allocation of risk between 3rd Eye and You, and they form an essential basis of the bargain between 3rd Eye and You.

14. Compliance with Laws; Export Requirements.
You shall comply with all applicable laws and regulations in connection with the movement and use of the Software. You acknowledge and agree that the Software as well as related technical data and Documentation may contain encryption or encryption technology and are all subject to legal and regulatory controls and restrictions on export and re-export, including those of the U.S. Department of Commerce. You warrant and represent that You are not on any Denied Persons list or other list published by the US Government of parties to whom exports or re-exports of products subject to export controls are forbidden, that no Software is located in or controlled from a site in a Group E country, and that You are not using any Software or technology furnished hereunder to further activities in support of the development, manufacture or use of nuclear fuel or weapons, missiles, or chemical or biological weapons. You further covenant that You will immediately notify 3rd Eye if at any time those warranties and representation become no longer accurate. Regardless of any disclosure You might make to 3rd Eye of an ultimate destination of the Software, You shall not export, either directly or indirectly, any Software without first obtaining any and all necessary approvals from the U.S. Department of Commerce or any other agency or department of the United States Government as required.

15. Commercial Computer Software.
The Software is a "commercial item" as defined at Federal Acquisition Regulation (48 C.F.R.) ("FAR") section 2.101 comprised of "commercial computer software" and "commercial computer software documentation" as those terms are used in FAR 12.212. Consequently, regardless of whether You are the US Government or a department or agency thereof, You shall acquire only those rights with respect to the Software that are set forth in this Agreement and the Proof of Entitlement.

16. Federal Provisions.
Notwithstanding any provision of law, regulation or policy, if You are an employee of an agency of the government of the United States of America ("federal agency") and are using 3rd Eye software or services on behalf of that federal agency, in performance of your official duties, the following sections of the Agreement are amended as follows. (1) Section 19 Governing Law does not apply. This Agreement shall be governed, interpreted and enforced in accordance with the federal laws of the United States of America; to the extent permitted by federal law, the laws of the State of California will apply in the absence of federal law. (2) The entirety of Section 7.i, concerning license restrictions,

limitations, and prohibitions, and the second sentence of Section 13.e, concerning the limitation of damages, do not apply to federal agencies. Liability of a federal agency for any breach of the terms of service or this Agreement, or any claim arising from the terms of service or this Agreement, shall be determined under the Federal Tort Claims Act, or other governing authority. Liability of 3rd Eye for any breach of this Agreement, or any claim arising from this Agreement, shall be determined by applicable federal law.

17. Audit.
3rd Eye has the right to inspect and audit You and require You to provide written assurance satisfactory to 3rd Eye to confirm compliance with the EULA, including, without limitation, requesting You to email 3rd Eye a report generated by the Software detailing use of the Software by You. 18. Third Party Software.
Any licensor of 3rd Eye whose software is embedded in the Software shall be a third party beneficiary with respect to this Agreement, and that licensor shall have the right to enforce this Agreement in its own name as if it were 3rd Eye. Certain third party software may be provided with the Software and is subject to the accompanying license(s), if any, of its respective owner(s). This Software is licensed subject to open source software licenses.

19. Governing Law.
See Section 16.

20. Force Majeure.
Except for Your duty to make payment for Software licenses, neither party will be responsible for any failure or delay in its performance due to causes beyond its reasonable control, including, but not limited to, acts of God, war, riot, embargoes, acts of terrorism, acts of civil or military authorities, fire, floods, earthquakes, accidents, strikes, or fuel crises ("Force Majeure"), provided that the party gives prompt written notice thereof to the other party and uses its diligent efforts to resume performance. The performance of the party claiming the Force Majeure event shall be excused for the duration of said event.

21. Transition of This Agreement.
If You licensed any Software from 3rd Eye under a different End User License Agreement, then this Agreement shall apply to that Software if and when, you either purchase additional License Metric Units for the Software, renew the license at the end of the license term, or reinstate the license after the license expires.

22. Complete Agreement; Modifications.
Except as otherwise provided in a separate agreement between You and 3rd Eye, this Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior agreements, commitments or representations, oral or written related to the Software. The terms and conditions of this Agreement will supersede all pre-printed terms and conditions contained on any purchase order, task order or other business form submitted by either party to the other. Except as otherwise provided in a separate agreement between You and 3rd Eye, this Agreement may not be amended or modified except by a writing executed by the duly authorized representatives of both parties.

23. Severability.
If any portion of this Agreement is held invalid, the parties agree that such invalidity shall not affect the validity of the remainder of this Agreement.

24. Notification.
Except as otherwise provided elsewhere in this Agreement, any report or notice under this Agreement shall be given in a writing, if to 3rd Eye by mail to 13800 Coppermine Rd. Suite 149 Herndon, VA 20171 USA, Attn.: Legal Department, provided that the notice identifies You by name, address and email address; or, if to You, by email to Your contact email address or by mail addressed to Your street address that is associated with Your user account for registration with 3rd Eye. If You have no such user account, then notification shall be deemed given to You by emailing or mailing notice to any office or contact email address for the Approved Source from which You acquired Your license.

25. Waiver.
The failure of 3rd Eye to require Your performance of any provision of this Agreement shall not affect 3rd Eye's full right to require such performance at any time thereafter; nor shall its waiver of a breach of any provision hereof be taken to be a waiver of the provision itself.

26. Data Use.
3rd Eye may collect, information about You including:

- Device identifiers and IP addresses
- End user names, email addresses, phone numbers, IMEIs;
- Information provided to us through cloud services and dashboards associated with the Software.

Subject to applicable contractual and legal restrictions, we use the information described above (sometimes in combination with other information we obtain) for the following purposes:

- To analyze and improve the Software;
- To monitor adoption rates of Updates to the Software;
- To provide maintenance and technical support;
- To provide Updates;
- To manage and renew Subscription Licenses;
- To enforce the legal terms that govern the Software;
- To comply with applicable laws and to protect rights and property; and
- For other purposes requested or authorized by You.

3rd Eye conducts the above activities on the basis of its legitimate interests in operating our business and protecting our customers. Where appropriate, these activities also are conducted on the basis of consent.

Asavie Terms & Conditions

This End User License Agreement ("**Agreement**") is a legal agreement between Government Customer ("You"/"Your" or "you"/"your") and Asavie Technologies, Inc. ("**Asavie**") which governs your access to and use of the Moda service. Your use of the Moda service and any official apps relating to the Moda service is subject to the terms of this Agreement as set out below [which include our Privacy Statement here and Cookie Statement here]. Your right to use the Moda service is expressly conditioned on acceptance of this Agreement.

1. Information about us

Asavie is a corporation organized under the laws of Delaware and having its address at 3455 Peachtree Road, Atlanta, Georgia, 30326, United States. If you have any questions about this Agreement, the Privacy Statement, the Cookie Statement and any other terms or conditions in relation to the Moda service, please contact us at vzwsupport@asavie.com.

2. Subject to the terms of this Agreement, Asavie hereby grants you a limited, personal, revocable, non-exclusive, non- transferable, non-sublicensable license to access, install and use the Moda service (including any software components that may be downloaded onto your devices or computers, or onto those of your end users, defined below) solely for your internal business purposes as permitted in these terms. Subject to the limited rights expressly granted above, Asavie reserves all right, title and interest in and to the Moda service, its underlying technology, and all intellectual property and proprietary rights therein. You acknowledge that no rights are granted to you other than as expressly set forth in this Agreement. You agree to abide by all applicable national and international laws in connection with the use of the Moda service, including those related to data protection, privacy, international communications and the transmission of technical or personal data. You further acknowledge that these terms do not apply to any third-party service providers and your use of those services may require you to agree to additional terms with Asavie and/or the third party service provider. In particular, you acknowledge and agree that the use of a Wi-Fi network will be subject to the terms and conditions of the provider of that Wi-Fi network. Asavie shall not be liable for any failure to use the Moda service and/or loss suffered by you as a result of the use of a Wi-Fi network. You acknowledge that if you use the [DNS Services], such services will be part of the Moda services for the purposes of this Agreement and the terms and conditions of this Agreement shall govern your and your end users' use of the [DNS Services].

3. Responsibilities

You acknowledge that Asavie's ability to deliver the Moda service is dependent upon your cooperation, as well as the accuracy and completeness of any information you provide to Asavie. Asavie shall not be liable for any costs, expenses or liabilities resulting from your failure to cooperate or provide such information. You shall provide contact details for your primary administrator for the Moda services, and notify Asavie if your primary administrator changes or his or her contact details change. You are responsible for your conduct while using the Moda service. Asavie is not responsible for your actions on the network and/or Wi-Fi.

The Moda service may include the ability to send SMS notifications to your end- users. You are solely responsible for notifying your end-users that you may send them SMS notifications and that standard rates for receiving such notifications may apply. You shall only use the SMS notification functionality in the Moda services for notices reasonably related to the Moda service. You undertake that you shall only send SMS notifications where permitted to do so by applicable law.

The Moda service may also include mobile device management ("MDM") services and you agree that such services shall only be activated on a device owned or controlled by you or your organization, as applicable. You are solely responsible for informing end-users that a device owned or controlled by you or your organization, as applicable, is under MDM and for obtaining any necessary consents required in accordance with applicable law. In relation to the use of the Moda service, you undertake that your conduct will not include (but is not limited to) the following:

1. You shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Moda service, whether in whole or in part, or any content displayed on the Moda service.
2. You shall not violate any intellectual property rights.
3. You shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Moda service.
4. You shall not access or view the Moda service in order to build a similar or competitive website, product, or service to the Moda service.
5. You shall not unreasonably burden the services or the related networks or interfere with the use of the services by Asavie customers.
6. You shall not install and/or use the Moda service on any device that is not owned or controlled by you or your organization, as applicable.
7. You shall not alter, tamper or circumvent any parts of the Moda service.
8. You shall not provide false data including false names, addresses, contact details and fraudulent credit card/debit card details.
9. You shall not enter into fraudulent or deceptive interactions or transactions with Asavie (which shall include entering into interactions or transactions purportedly on behalf of a third party where you have no authority to bind that third party or you are pretending to be a third party).
10. You shall not use the Moda service in any way that is unlawful, fraudulent or deceptive, or has any unlawful, fraudulent or deceptive purpose or effect.
11. You shall not intercept or intercept any communications transmitted by way of a telecommunications system and/or information society service.
12. You shall not copy, reproduce, distribute, republish, download, display, post or transmit the whole or any part of the Moda service in any form or by any means, except as otherwise permitted in this Agreement.
13. Your use of the Moda service must at all times comply with all applicable laws, rules and regulations and be strictly in accordance with this Agreement.
14. You shall not use the Moda service to upload, post, share or otherwise make available on the Moda service any content and/or materials protected by proprietary rights without the express permission of the owner of such proprietary rights.
15. You shall display and retain all copyright and other proprietary notice on the Moda service (or on any content displayed on the Moda service) and such must be retained on all copies thereof.
16. You shall not use the Moda service to transmit, or procure the sending of, any unsolicited or unauthorized advertising, promotional material, chain letters, mass mailings or any other form of similar solicitation (spam) or of any material that is illegal, offensive, abusive, indecent, defamatory, obscene, menacing or in breach of proprietary rights, confidence, privacy or any other right, or is injurious to third parties.
17. You shall not attempt to gain unauthorized access to the Moda service, its facilities and/or services or any accounts, databases, computer systems, servers and networks connected to the Moda service and the server. You shall not attack the Moda service via a denial of

service attack. You will not misuse the Moda service by knowingly or recklessly introducing viruses, trojans, worms, logic bombs, harmful data or other materials which is malicious or harmful. By breaching this provision, you may commit a criminal offense and Asavie may report any such breach to the relevant law enforcement authorities and it will co-operate with those authorities. In the event of such a breach, your right to use the Moda service will cease immediately.

18. You shall not use the Moda service to harvest or otherwise collect by any means any program material or any information whatsoever (including without limitation email addresses or other personal details of other users).
19. You shall provide Asavie with accurate and complete information and acknowledge that Asavie's ability to deliver the Moda service is dependent upon your cooperation, as well as the accuracy and completeness of any information you provide to Asavie. Asavie shall not be liable for any costs, expenses or liabilities resulting from your failure to cooperate or to provide such information.
20. You shall not access the Moda service through the use of any mechanism other than through the use of an authorized connection.
21. You shall use reasonable endeavors to prevent any unauthorized access to, or use of, the Moda service and, in the event of any such unauthorized access or use, immediately without delay notify Asavie in writing by email to vdzsupport@asavie.com, and shall immediately without delay telephone Asavie to ensure the email communication has been received.

4. Enforcement Rights

Asavie is not obligated to monitor the access or use of the Moda service, but Asavie reserves the right to do so for the purpose of operating the Moda service, to ensure compliance with these terms, and to comply with applicable law or other legal requirements. Asavie may consult with and disclose unlawful conduct to law enforcement authorities; and pursuant to valid legal process, Asavie may cooperate with law enforcement authorities as part of an investigation and/or to prosecute users who violate the law. Asavie reserves the right to investigate any violation of these terms and any conduct that negatively affects the Moda service.

5. Data Protection

For the purposes of this clause, "personal data" means data relating to a living individual who is or can be identified either from the data or from the data in conjunction with other information that is in, or is likely to come into, the possession of Asavie.

As part of the Moda service, Asavie and its affiliates may collect and process data including, without limitation, the following (which may include personal data): device number (MSISDN), time and date of use of device when using mobile data or Wi-Fi, amount of data sent and received, location of access, websites accessed and the type of website accessed, website access attempts blocked and the type of website access attempt blocked due to policy enforcement actions. For managed devices (i.e., devices where Moda is used as the mobile device manager), then Moda may collect the names of applications installed on the device. The application name data will only be collected if you enable the App Control feature in the Moda management portal. You understand that such data will be transmitted and you consent to its usage as described herein.

Asavie (and its affiliates) will only act on the instructions of your named primary administrator regarding the processing of personal data which you have provided to Asavie for the purposes of receiving and operating the Moda service. Asavie will comply with your instructions as to how you want Asavie to use such personal data, subject always to applicable laws.

Asavie will ensure that appropriate technical and organizational measures shall be taken against unauthorized or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, the personal data. Although Asavie has undertaken these measures, Asavie cannot guarantee that your personal data is secure when it is sent or transferred by unsecured means.

You acknowledge and agree that Asavie and its affiliates (being any related entity, subsidiary or holding company of Asavie) is required to make use of data (which may include personal data) sent from end- users' devices and computers in order to perform the Moda service. You further acknowledge and agree that Asavie and its affiliates may also make use of this data to generate anonymous statistical data for product development and marketing purposes.

You acknowledge and agree that Asavie may sometimes disclose the above data to agents (being any person or entity authorized by Asavie to act on its behalf), resellers and/or services providers appointed by Asavie who provide services to Asavie in respect of the Moda service. In addition, Asavie may disclose such data, including personal data, in response to a court or administrative order, subpoena, discovery request or other lawful process, or otherwise, in Asavie's sole discretion, to protect the Moda service or you or any end user.

In no event shall Asavie, its affiliates, employees, agents and/or distributors be liable for any costs, expenses or liabilities arising out of any breach of this clause 5.

6. Service Updates

We reserve the right to update, change, discontinue (temporarily or permanently) any feature or component of the Moda service. By continuing to use the Moda service you accept the updates and changes to the Moda service including any changes to or removal of features or components, provided that such update, change or discontinuity does not materially change or decrease the overall functionality of the Moda service. You agree that your obligations (including without limitation your payment obligations) are neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by us with respect to future functionality or features. Asavie is not liable to you or any third party for any update, change, suspension, discontinuance of any feature or component of the Moda service. Asavie reserves the right to determine the timing and content of software updates, which may be automatically downloaded and installed without your notice.

7. Limitation of Liability

To the fullest extent permitted by law, nothing in this Agreement shall exclude or limit Asavie's liability for death or personal injury resulting from its negligence or of its officers or other representatives. In no event will Asavie or its affiliates, suppliers, licensors, agents and/or distributors be liable for any lost revenue, profit, data, goodwill, service interruption, device damage, system failure or the cost of substitute services or for special, indirect, consequential, incidental, or punitive damages however caused and regardless of the theory or liability arising from or out of your use or inability to use the Moda service even if Asavie or its suppliers have been advised of the possibility of such damages, or such loss or damages were reasonably foreseeable. You understand and agree that you shall be solely responsible for any legal costs incurred by you or Asavie resulting from your improper or illegal use of the Moda service.

In no event shall Asavie, its affiliates, suppliers or licensors, nor any other party involved in creating, producing or delivering the Moda service be liable for any loss or damages resulting from the conduct of, or products and/or services offered by, any third party on or in relation to the Moda service or from the content posted, shared and/or uploaded by any third party to the Moda service.

In no event shall Asavie's or its affiliates, suppliers' or licensors liability to you, whether in contract, tort (including negligence), or otherwise, exceed the amounts actually paid by you to Asavie in connection with the Moda service.

8. Disclaimer of Warranty

TO THE FULLEST EXTENT PERMITTED BY LAW, ASAVIE AND ITS AFFILIATES, SUPPLIERS AND LICENSORS, NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE MODA SERVICE MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, ABOUT THE MODA SERVICE. THE MODA SERVICE IS PROVIDED "AS IS." ASAVIE ALSO DISCLAIMS ANY

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

Without limiting the generality of the foregoing, Asavie does not warrant that the Moda service is free from errors or that you will be able to access and use the Moda service without problems or interruptions. Asavie make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of the Moda service or any information or content on the Moda service. Some states do not allow the disclaimers, limitations of liability or indemnification provisions in this agreement, so they may not apply to you. Without limiting the generality of the preceding sentence, the disclaimers, limitations of liability and indemnification provisions of this agreement do not apply to New Jersey residents.

10. Cookies

The Moda portal makes use of cookies to support analysis and understanding of how people interact with the portal and provide tailored digital support. We perform this analysis to help us improve the user interface and user experience of the Moda portal and provide proper contextual help to portal users. Asavie uses cookies that are session-based and persistent-based. Session cookies exist only during one session. They disappear from your computer when you close your browser software or turn off your computer. Persistent cookies remain on your computer after you close your browser or turn off your computer.

The data collection and reporting behind this analysis is currently provided by Google Analytics and Intercom. Please note that if you disable your Web browser's ability to accept cookies, the Intercom Messenger and contextual help tools will not be able to launch properly. The portal and the service will remain functional. Your acceptance of this EULA will indicate your agreement to the use of this cookie. For more information on how we use cookies, please see our cookies statement here.

11. General

This Agreement will be governed by Federal law or the law of the state of the Government customer, as applicable, without regard to its conflicts of laws rules. This Agreement (and any associated order form or other agreements referenced herein) constitutes the entire agreement between you and Asavie with respect to the subject matter of this Agreement, and supersedes and replaces any other prior or contemporaneous agreements, or terms and conditions applicable to the subject matter of this Agreement. This Agreement creates no third party beneficiary rights. Asavie's failure to enforce a term of this Agreement is not a waiver of its right to do so later. If a term is found unenforceable, the remaining provisions of the Agreement will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. You may not assign any of your rights under this Agreement, and any such attempt will be void. Asavie may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Moda service. Upon termination for any reason: all rights granted to you under this Agreement shall cease; you must cease all activities authorized by this Agreement and you must immediately delete, remove and cease access to the Moda service from all devices on which the Moda service has been installed and all copies of the Moda service then in your possession, custody or control. Asavie may also require that you provide it with evidence of compliance with this provision.

CSG POTSolve Terms & Conditions

These Terms and Conditions ("Terms") describe, and govern the acceptance and use of, the POTS replacement services provided by Connected Solutions Group, LLC ("CSG") set forth below by your Organization ("You" or "Customer"). By completing the ordering process for the Services, Customer agrees to these Terms.

1. Services. CSG will provide certain POTS replacement services ("Services") to Customer.

2. Use of Services.

2.1. Acceptable Use Policy. Customer shall not use the Services: (a) for any unlawful or immoral purpose; (b) to reverse engineer, copy, decompile, disassemble, circumvent, or violate the integrity of any aspect of the Services; or (c) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Services.

2.2. User Portal. In order for Customer to gain full access to our Services, Customer may be required to access an online user portal. This user portal may collect certain Customer information (such as IP address) or place a cookie on Customer devices for Service-related purposes, such as recognizing Customer when Customer accesses the portal.

3. Suspension and Termination.

3.1. Notwithstanding anything to the contrary contained herein, CSG may suspend or terminate the Services, and Customer's account access, if: (a) Customer materially breaches these Terms, including any obligations under the Acceptable Use Policy; or (b) CSG deems necessary to protect the Services.

3.2. Under no circumstances will CSG be liable to Customer by reason of the suspension or termination of the Services in accordance with these Terms for compensation, reimbursement or damages of whatsoever nature including, without limitation, for (i) indirect or consequential damages, (ii) loss of prospective compensation or earnings, (iii) goodwill or loss thereof, or (iv) expenditures, investments, or any type of commitment made in connection with the business of Customer or in reliance on the existence of these Terms.

4. Representations. Customer represents to CSG that Customer has the full right, power, and authority to purchase the Services and Customer's use of the Services shall be in accordance with these Terms.

5. Intellectual Property. As between CSG and Customer, CSG shall own and retain all rights, title and interests in and to the Services and any derivative works (collectively, "CSG IP"). Customer acknowledges that it has no right or interest in the CSG IP (except as expressly permitted by these Terms).

6. DISCLAIMER OF WARRANTY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, CSG MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO CONDITION OR QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS, CAPACITY OR DURABILITY FOR ANY PARTICULAR PURPOSE OR USE OR NON-INFRINGEMENT, AND

EXPRESSLY DISCLAIMS ANY OTHER REPRESENTATION, WARRANTIES AND GUARANTEES WITH RESPECT TO THE SERVICES.

7. LIMITATION OF LIABILITY; EXCLUSION OF DAMAGES. TO THE EXTENT PERMITTED BY LAW, CSG AND ANY AUTHORIZED RESELLER OF THE SERVICES WILL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, LOSS OF GOODWILL, BUSINESS INTERRUPTION, LOSS OF BUSINESS OPPORTUNITY, OR ANY OTHER PECUNIARY LOSS) SUFFERED BY CUSTOMER RELATED TO OR ARISING OUT OF THE SERVICES AND/OR FROM ANY OTHER CAUSE WHATSOEVER, EVEN IF CSG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MOREOVER, IN NO EVENT WILL CSG'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE SERVICES DURING THE TWELVE MONTHS PRIOR TO THE APPLICABLE CLAIM ARISING. IN NO EVENT WILL CSG OR ANY AUTHORIZED RESELLER OF THE SERVICES BE LIABLE, IN ANY WAY, FOR A SERVICE FAILURE, OR LACK OF SERVICE, IN ANY OF THE FOLLOWING SITUATIONS: (A) POWER FAILURE, (B) SUSPENDED OR TERMINATED BROADBAND SERVICE, (C) SUSPENSION OF SERVICES DUE TO BILLING ISSUES, (D) USE OF CERTAIN FEATURES WHICH ARE NOT COMPATIBLE WITH 911 SERVICES, AND/OR (E) ANY OTHER SERVICE OUTAGES NOT DESCRIBED HEREIN. EACH AND EVERY PROVISION OF THESE TERMS WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER, OR EXCLUSION OF DAMAGES, IS EXPRESSLY INTENDED TO BE SEVERABLE AND INDEPENDENT FROM ANY OTHER PROVISION.

8. 911 Terms and Conditions. The Services are provided subject to the terms and conditions set forth in the Appendix to these Terms.

9. General Provisions.

9.1. Severability. Each provision of these Terms will be valid and enforceable to the fullest extent permitted by law. If any provision of these Terms Is found, to any extent, be invalid or unenforceable, the remainder of this Agreement will not be affected by such invalidity or unenforceability.

9.2. Survival. Any section of these Terms that may last after termination of these Services shall survive the termination of these Services.

APPENDIX

911 Terms and Conditions

1. 911 Terms and Conditions. CSG provides its 911 Services (defined below) subject to the terms and conditions set forth below (the "911 Terms").

1.1. Definitions. For the purposes of these 911 Terms, the following terms will have the following meanings:

1.1.1. "911 Call(s)" means any call made dialing the digits 9-1-1, regardless of whether such call is made using Basic 911, Enhanced 911, or a PSAP.

1.1.2. "911 Services" means functionality that allows end users to contact emergency services by dialing the digits 9-1-1.

1.1.3. "Approved Uses" means the provision of Enhanced 911 and/or Basic 911 to (a) 911 Users who principally utilize such services at such 911 User's residence and occasionally at other locations; (b) 911 Users that are enterprises that use either an on-site or PBX during customary business hours and should reasonably be expected to have reasonably customary 911 usage patterns due to the nature of such enterprise's business or operations; for clarity, the provision of Enhanced 911 service and/or Basic 911 service to enterprises that use either an on-site or hosted PBX but operate outside customary business hours, including, without limitation, assisted living facilities, nursing homes and other similar facilities, and to which (c) and/or (d), below, do not apply; or should not reasonably be expected to have reasonably customary 911 usage patterns due to the nature of such enterprise's business or operations, do not constitute "Approved Uses"; (c) 911 Users that operate non-emergency call center(s) that should reasonably be expected to have only occasional use of 911 due to the nature of such call center's business or operations; for clarity, central station alarm and other similar call centers that direct calls to emergency services do not constitute "Approved Uses"; and (d) 911 Users that operate call center(s) that support the deaf and/or hard of hearing community, which are more commonly known as "relay services."

1.1.4. "Basic 911" means the ability to route an emergency call to the designated entity authorized to receive such calls serving the Customer's Registered Emergency Address. With Basic 911, the 911 professional answering the phone will not have access to the 911 User's telephone number or emergency address information unless the 911 User provides such information verbally during the emergency call.

1.1.5. "E911 Authority" means a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services through the use of one TTN. For clarity, an E911 Authority may be an individual PSAP, or an entity responsible for the management and operation of multiple PSAPs within a given geographic area.

1.1.6. "911 User" means the individual placing a 911 Call from a 911 User's TTN (defined below).

1.1.7. "Enhanced 911" or "E911" means the ability to route an emergency call to the designated entity authorized to receive such calls serving the Customer's provided address and to deliver the Subscriber's telephone number and corresponding Registered Emergency Address or REA information automatically to the 911 professional answering the call.

1.1.8. "P-Asserted-Identity" means a header field used among trusted SIP entities (typically intermediaries) to carry the identity of the user sending a SIP message as it was verified by authentication.

1.1.9. "Private Branch Exchange" or "PBX" means a telephone system within an enterprise that switches calls between enterprise users on local lines while allowing all users to share a certain number of external phone lines.

1.1.10. "Public-Service Access Point" or "PSAP" means an answering location for 911 Calls originating in a given area. The E911 Authority may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive

calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency, medical, etc., or a common bureau serving a group of such entities.

1.1.11. "Registered Emergency Address" or "REA" means the physical address provided by the Customer to be used for E911 and Basic 911, which may be used to dispatch police, fire, emergency medical and other emergency response resources.

1.1.12. "SIP" means Session Initiation Protocol, which is the signaling protocol used between VoIP networks to establish, control and terminate voice calls.

1.1.13. "Subscriber" means an end user or telephone device assigned a DID.

1.1.14. "Trunk Number" or "TTN" means a United States or Canada telephone number bought by the Customer and assigned to a trunk for use with CSG's elastic SIP trunking service.

1.1.15. "VoIP" means Voice over Internet Protocol.

1.2. Service Description and Use of Service.

1.2.1. E911 Services. With E911, when a Customer places a 911 Call, such call will typically be routed to the local PSAP that covers Customer's REA. In limited circumstances, as further described below, the 911 Call may be routed to a PSAP. Regardless of which PSAP the 911 Call is routed to, if and only if the associate trunk is properly provisioned, the 911 professional will receive the (1) TTN associated with the 911 Call and (2) Customer's REA. Customer understands that Customer, and not CSG, must properly provision elastic SIP trunking origination services for each trunk associated with each of their TTNs in order for an emergency operator to receive the associated TTN and Customer's REA.

1.2.2. Basic 911. With Basic 911, when a Customer places a 911 Call, this call is always sent to the local PSAP serving the Customer's physical location. 911 professionals answering 911 Calls from Customer will not automatically receive the associated TTN or REA because the PSAP to which the 911 Call was routed will not be equipped to receive, capture, or retain Customer's assigned TTN or REA. Accordingly, Customer must provide both call-back and emergency address information to the 911 professionals. If the 911 Call is dropped or disconnected, or if the Customer is unable to speak, then the 911 professional will not be able to call the Customer back or dispatch emergency assistance to the Customer's physical location. As additional local PSAPs are able to answer E911 calls, CSG may upgrade Customer from Basic 911 to E911 service. CSG is not obligated, however, to notify Customer of the upgrade. In limited circumstances, Customers equipped with Basic 911 may have their calls routed to a PSAP, as further described below.

1.2.3. PSAP Service. Certain TTNs will not have access to either Basic 911 or E911 services. If Customer has TTNs that do not have access to either E911 or Basic 911, 911 Calls will be routed to a PSAP. A 911 professional at the PSAP will ask for the 911 User's name, telephone number, and location, and then transfer the 911 User to the appropriate local PSAP or otherwise determine the best way to provide emergency services to the 911 User. As with Basic 911, 911 professionals answering calls in a PSAP will not receive the 911 User's TTN or REA because PSAPs are not equipped to receive, capture or retain this information. Accordingly, the 911 User must provide this information to the 911 professional. Other reasons that a 911 User's 911 Calls may be sent to a PSAP is if (a) there is a problem validating the REA provided by Customer during provisioning, (b) Customer is located in an area that is not covered by the

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landline 911 network, or (c) Customer has Basic 911 or E911 service but these calls fail to complete and are routed to a PSAP for failover purposes.

1.3. Notwithstanding any term or condition of these 911 Terms to the contrary, Customer will only utilize CSG's E911 and/or Basic 911 services pursuant to these 911 Terms for Approved Uses.

1.4. Customer will not block their TTN on a device they are using when placing a 911 Call and the TTN shall be made available in the From/P-Asserted-Identity SIP headers of the incoming SIP request.

1.5. Customer acknowledges and agrees that CSG can only provide E911 call routing in territories where the PSAP or E911 Authority offers E911. All other 911 calls made by 911 Users successfully registered in CSG's database will be routed using the ten-digit outbound trunks or a 911 professional.

1.6. Customer will provide CSG with and keep current the correct and valid REA for each TTN for which the Customer desires 911 Services. The REA provided must include sufficient information to enable emergency responders to locate the 911 User and must comply with all Multi-line Telephone System ("MLTS") requirements applicable to Customer. For example, one MLTS requirement may be that for Customer located in a multi-floor building, Customer must include a floor or suite number as part of the REA. CSG AND ITS AUTHORIZED RESELLERS WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE, LIABILITIES, LOSSES, OR ANY OTHER CONSEQUENCES CAUSED BY CUSTOMER'S FAILURE TO KEEP ITS INFORMATION UPDATED. Customer will provide a TTN with Customer call presented to CSG for processing. CSG will have no obligation to provide 911 Services with respect to any Customer call that does not include a TTN and will not be liable for any claims arising from any efforts undertaken by CSG to provide 911 Services under such circumstances.

1.7. Customer Obligations. (i) Customer will be solely responsible for compliance with all applicable laws and/or other governmental requirements imposed or required by any state or other applicable governmental authority; and (ii) Customer will inform any party using (or any party that might use) the 911 Services of the difference between traditional 911 and VoIP 911 service in compliance with all applicable laws and/or other governmental requirements imposed or required by any governmental authority, including, without limitation, the Federal Communications Commission ("FCC"). For clarity, CSG will not be responsible if 911 Service is unavailable due to loss of power; certain features may not be compatible with 911 service; and CSG reserves the right to refuse provisioning or modification of features or service if such provisioning or modification adversely affects 911 service. Customer agrees not to move any equipment associated with the 911 Services and acknowledges that any such movement could impact 911 Services functionality and/or the ability to determine the location of the equipment. CSG and its authorized resellers disclaim all liability arising out of any movement of the equipment by Customer.

1.8. Customer Testing. Customer will be solely responsible to test the 911 Services after installation and periodically throughout the 911 Term (as defined in below) and will notify CSG if Customer notes any issues at any time with the Service. Customer agrees to test 911 Services and share the results of such testing at the request of CSG.

1.9. Equipment; Connection; Customer's Responsibilities. CSG will not provide any equipment or any electronic tools, except as may be expressly agreed to and set forth in writing. Customer must connect to CSG's network in a manner and at locations determined by CSG. If Customer elects to self-install, Customer will, at Customer's sole cost and liability as between Customer and CSG, be solely

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responsible for installing any and all equipment, software and the like necessary for Customer to use the 911 Services.

1.10. Charges and Rates. If applicable, Customer shall pay an additional fee per TTN enabled to use the 911 Services ("911 Fee").

1.11. Term. The term of these 911 Terms shall be the same as the period during which the CSG is providing the Services (the "911 Term").

1.12. DISCLAIMER. CUSTOMER ACKNOWLEDGES AND AGREES THAT CSG'S EMERGENCY SERVICE IS INTERNET-BASED AND THAT INTERNET 911 SERVICES ARE DIFFERENT THAN THAT OF A TRADITIONAL WIRELINE SERVICE. CUSTOMER FURTHER ACKNOWLEDGES THAT THE CSG EMERGENCY SERVICE MAY NOT SUPPORT BASIC 911 OR E911 DIALING IN THE SAME MANNER AS A TRADITIONAL WIRELINE PHONE SERVICE. FOR BASIC 911 OR E911 TO BE ACCURATELY ROUTED TO THE APPROPRIATE EMERGENCY RESPONDER, THE CUSTOMER MUST PROVIDE THE REA FOR THE ASSOCIATED TTN IN ACCORDANCE WITH THE CUSTOMER DOCUMENTATION

1.13. CUSTOMER ACKNOWLEDGES THAT THERE ARE POTENTIAL COMPLICATIONS ARISING FROM BASIC 911 OR E911 DIALING. SPECIFICALLY, CUSTOMER ACKNOWLEDGES AND AGREES TO INFORM ALL EMPLOYEES, GUESTS, AND OTHER THIRD PERSONS WHO MAY ALSO BE 911 USERS THAT BASIC 911 AND E911 SERVICES WILL NOT FUNCTION IF THERE IS A SERVICE FAILURE DUE TO ANY OF THE FOLLOWING CIRCUMSTANCES: (A) POWER FAILURE, (B) SUSPENDED OR TERMINATED BROADBAND SERVICE, (C) SUSPENSION OF SERVICES DUE TO BILLING ISSUES, (D) USE OF CERTAIN FEATURES WHICH ARE NOT COMPATIBLE WITH 911 SERVICES, AND/OR (E) ANY OTHER SERVICE OUTAGES NOT DESCRIBED HEREIN. CSG RESERVES THE RIGHT TO REFUSE PROVISIONING OR MODIFICATION OF FEATURES OR SERVICE IF SUCH PROVISIONING OR MODIFICATION ADVERSELY AFFECTS THE 911 SERVICES.

1.14. CUSTOMER FURTHER ACKNOWLEDGES THAT FAILURE TO PROVIDE A CORRECT PHYSICAL ADDRESS IN THE REQUISITE FORMAT MAY CAUSE ALL BASIC 911 OR E911 CALLS TO BE ROUTED TO AN EMERGENCY SERVICE PROVIDER NOT LOCATED NEAR THE CUSTOMER. FURTHERMORE, CUSTOMER RECOGNIZES THAT USE OF THE 911 SERVICES FROM A LOCATION OTHER THAN THE LOCATION INDICATED IN THE REA MAY RESULT IN BASIC 911 OR E911 CALLS BEING ROUTED TO AN EMERGENCY SERVICE PROVIDER NOT LOCATED NEAR THE CUSTOMER.

1.15. CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER CSG, ITS UNDERLYING CARRIER, AND ANY OTHER THIRD PARTIES INVOLVED IN THE ROUTING, HANDLING, DELIVERY OR ANSWERING OF 911 SERVICES OR IN RESPONDING TO 911 CALLS, NOR THEIR DIRECTORS, MEMBERS, OFFICERS, SHAREHOLDERS, EMPLOYEES, OR AGENTS MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE, LOSS, FINE, PENALTY, OR COST (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS) AND CUSTOMER HEREBY WAIVES ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION, ARISING FROM OR RELATING TO THE PROVISION OF ALL TYPES OF EMERGENCY SERVICES TO CUSTOMER.

1.16. Limitation of Liability.

1.16.1. Customer agrees that CSG and its authorized resellers, and their respective directors, officers, members, shareholders, employees, and agents will not be liable for any loss or damage sustained by Customer or 911 Users due to any failure in or breakdown of the communication facilities associated with providing the 911 Services, or for any delay, interruption, or degradation of the Services whatsoever; provided, however, that CSG remains liable for any gross negligence or willful misconduct by CSG, its directors, members, officers, shareholders, employees, and agents.

1.16.2. In no event will the liability of CSG and its authorized resellers, to Customer for any loss arising out of the 911 Services provided pursuant to these 911 Terms or any errors, interruptions, defects, failures or malfunctions of the 911 Services provided pursuant to these 911 Terms, including, without limitation, any and all equipment and data processing systems associated therewith, exceed an amount equal to the total amount paid by Customer during the twelve (12) month period preceding the first incident out of which the liability arose. Customer waives any claim that these exclusions or limitations deprive it of an adequate remedy or cause these 911 Terms to fail of their essential purpose. Customer further acknowledges, understands and agrees that CSG has no control over how a foreign administration or third party carrier establishes its rules and conditions pertaining to international telecommunications service.

Enterprise Messaging Terms of Service (Public Safety)

Verizon Wireless's Enterprise Messaging Access Gateway platform and portal ("**EMAG**") allows public safety customers (**"Customer"**) to send high volumes of text messages. This agreement is between Customer as our subscriber and Verizon Wireless ("**VZW**") and it sets forth the terms and conditions under which Customer agrees to use and VZW agrees to provide access to EMAG. By using EMAG, Customer accepts these Terms of Service ("**TOS**"), which may be modified by VZW from time to time.

1. **Enterprise Messaging.** VZW provides the EMAG Service through two different EMAG plans. The Enterprise Gateway features allows a Customer to send bulk short message service ("SMS") messages and/or bulk multimedia messaging service ("MMS") messages, as applicable, to VZW subscribers, and send individual-to-individual messages to subscribers of most domestic wireless carriers. The Enhanced Messaging Features allow Customer to send bulk SMS messages to VZW subscribers and subscribers of eligible North American Numbering Plan ("NAMP") eligible carriers using VZW provided toll-free numbers. The Enhanced Messaging Features supports the sending and receiving of SMS messages only and not all carriers are supported. Contact your VZW Sales Representative for a complete list of supported destination countries and carriers. Availability, quality of coverage and service is not guaranteed, and supported destination countries may change without notice. Customer acknowledges that intercarrier messaging may be subject to message size, throughput requirements, blocking, throttling and filtering. Delivery of traffic may be affected by another carrier's policies and messaging terms. Customers must have a valid Blanket Purchase Agreement with at least five (5) active Government lines ("**MDNs**") and a physical address within VZW's licensed service area. Customer is solely responsible for monitoring its messaging operations. Customers using the EMAG Portal must provide a user ID and password and must safeguard the Portal credentials and prevent unauthorized use. VZW has the right to alter or not offer the EMAG service in part or at all. For the term of the TOS, Customer will receive for use the following depending on plan/features type: For the Enterprise On-Net Plan – Five (5) private On Network Messaging sending numbers for use on the VZW network only. For the Enhanced Messaging Features – One (1) Toll Free Enhanced Messaging sending number to use with the Enhanced Plan. VZW reserves the right upon prior notice to reclaim any phone number used for

EMAG if Customer does not send sufficient traffic over it and the number may be re-assigned to another customer.

2. **Term and TOS Termination.** The term of this TOS shall be one year from the date the Customer signs the TOS (**"Effective Date"**). The TOS shall automatically renew for additional terms of one (1) year each, unless either Party shall give notice of cancellation at least thirty (30) days prior to the expiration of the original term or any renewal term or the TOS or service is otherwise terminated as per the terms of this TOS. Either party may terminate this TOS upon thirty (30) day's written notice to the other party for any reason. Fees are payable on a monthly basis and subject to increase upon thirty (30) days' notice to the Customer. Upon termination by the Customer, fees are due and payable up to the end of the month of termination.

3. **Intellectual Property.** VZW owns all rights, including intellectual property rights, in EMAG and its components, software, tools, portal, documentation, and other materials relating thereto, including modifications, updates, revisions or enhancements. All rights not explicitly given are reserved by VZW.

4. **License Rights and Restrictions.** Subject to the TOS and all documentation provided by VZW, VZW grants to Customer a personal, revocable, limited, nonexclusive, non-transferable, non- sublicensable license during the Term to access and use EMAG solely to send text and picture messages for internal business use. Customer will not, and will not allow any Third Party to, (a) modify, copy, or otherwise reproduce EMAG in whole or in part; (b) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code form or structure of any of the elements used in EMAG; (c) provide, lease or lend EMAG in whole or in part to any Third Party; (d) remove any proprietary notices or labels displayed on EMAG; (e) modify or create a derivative work of any part of EMAG; (f) use EMAG for any unlawful purpose; (g) use EMAG for any high risk or illegal activity; (h) use EMAG in contravention of any of VZW's policies, procedures, rules or guidelines provided or made available by VZW or use EMAG in such a way that it interferes with, disrupts, damages, or accesses in an unauthorized manner the servers, networks, or other properties or services of VZW; (i) export or re-export EMAG without the appropriate U.S. or foreign government licenses; (j) incorporate or combine EMAG in whole or in part with any open source software in such a way that would cause EMAG, or any portion thereof, to be subject to all or part of the license terms of such open source software; or (k) provide access to or use of EMAG to any Third Party or sublicense any rights in EMAG to any Third Party. Customer is not entitled to resell the EMAG services without the express written approval of VZW.

5. **Content.** Customer is solely responsible for its content it transmits through EMAG (or use by any person or entity Customer permits to access EMAG). Provision of intercarrier messaging is provided through a third-party vendor. Customer agrees that its messaging will comply with applicable industry guidelines (e.g. Mobile Marketing Associate's best practices for messaging, and CTIA's Messaging Principles and Best Practices)), third-party vendor guidelines and content standards, and VZW content standards (attached hereto as Exhibit "A"), which may updated from time to time ("Messaging Guidelines"). Customer will not send any unsolicited bulk commercial messages (*i.e.*, spam), "phishing" messages intended to access private or confidential information through deception, other forms of abusive, harmful, or malicious, unlawful, or otherwise inappropriate messages, messages which required an opt-in that was not obtained, messages containing executable files or links to other content or premium or similar messages that require a subscription or surcharge, and as otherwise set forth in the Messaging Guidelines or as determined by VZW, in its sole discretion. Customer will not transmit any messages that would violate any

federal, state or local law, court order, regulation or the Messaging Guidelines. Customer will cooperate with VZW and/or any governmental authority in investigating any violation or prohibited use of EMAG.

6. **Consent Requirements**. Customer agrees that it will send messages only to subscribers that have opted in to receive its messages by: a) establishing an opt-in process that effectively captures each subscriber's consent to receive Customer's messages, informs subscribers of the nature and scope of Customer's messaging campaigns and any financial obligations associated with the messaging; b) maintaining opt-in records for a minimum of 6 months from the date of a recipient's opt-in consent; and c) immediately complying with subscriber opt-out requests such as STOP, END, CANCEL, UNSUBSCRIBE or QUIT in compliance with the Messaging Guidelines. Customer will send messages that require opt-in consent only to those recipients that have affirmatively opted in to receive such messages. Although VZW may provide in the Portal a way to manage lists of opt-out records, it is up to the Customer to obtain the consents and maintain proper records and VZW accepts no responsibility for consents and retention of such records.

7. **HIPAA.** EMAG is not designed for secure transmission or storage of personal healthcare information. Customer will not use EMAG to store or transmit Protected Health Information (**"PHI"**) as defined in the Health Insurance Portability & Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act of 2009 and accompanying regulations (collectively, "**HIPAA**"). If Customer is a Covered Entity or a Business Associate as defined by HIPAA, Customer will not use EMAG to store or transmit PHI. To learn more about HIPAA, go to: http://www.hhs.gov/ocr/privacy/hipaa/understanding/index.html.

8. **Fees.** Customer will pay monthly to VZW the amount in the below chart for each SMS and/or MMS sent through EMAG. The billing and payment terms set forth in Customer's Government agreement with VZW will apply to the EMAG charges set forth on your VZW bill. Additional charges may apply for inter-carrier messaging Application to Person ("**A2P**") traffic. VZW reserves the right to increase pricing upon thirty (30) days' notice.

9. **Pilot Mobile Phone.** VZW shall provide Customer with one pilot mobile phone at no charge to manage password setup and resets. Customer should safeguard the pilot mobile phone in case password resets are needed as VZW must rely on regular mail delivery of password resets if the phone is not available (password resets cannot be given over the phone or sent via email). This pilot mobile phone will not be capable of making any voice calls. Customer shall promptly notify VZW if the phone is lost, damaged or stolen and VZW reserves the right to charge Customer for replacement phones.

10. **Security and Unauthorized Code.** Customer will comply with VZW's information security requirements available at http://www.verizon.com/suppliers (or successor website) as updated from time to time. Customer will implement and maintain effective administrative, physical and technical security controls to protect VZW's assets, network and other facilities, information and EMAG that Customer accesses or uses. Customer will design, develop, build, operate and maintain your access to EMAG to sufficiently prevent the transmission of Unauthorized Code and mitigate security threats, including, but not limited to, unauthorized access, use or fraud. Customer will not send or introduce any Unauthorized Code to EMAG, VZW's network or any other VZW system or facility. Customer will not use EMAG, or permit any Third Party to use EMAG, to engage in any fraudulent, illegal, or unauthorized use. Customer will continually monitor for the presence of any Unauthorized Code. In the event you detect the presence of any Unauthorized Code, Customer

will: (a) notify VZW in writing the same day the Unauthorized Code is detected; (b) promptly remove the Unauthorized Code; and (c) promptly remedy any condition caused by the Unauthorized Code. VZW may audit your use of EMAG. Should such audit request be denied, or should the audit reveal a violation of applicable laws, regulations, policies or procedures, or this TOS, VZW may immediately terminate this TOS and your use of EMAG. "**Unauthorized Code**" means any virus, Trojan horse, worm, rootkit, back door, trap door, time bomb, drop-dead device, timer, clock, counter or other limiting routine, as well as any other instructions, designs, software routines, or hardware components designed to: (a) disable, erase, or otherwise harm software, hardware, data, text or any other information stored in electronic form; (b) cause any of the foregoing with the passage of time; or (c) place a program or hardware under the positive control of a Third Party other than an owner or licensee of the program or hardware.

11. **Certification Tests.** VZW may conduct certification tests in its sole discretion. Customer will pass such certification tests furnished by VZW prior to using EMAG. If Customer fails any such certification tests, then VZW may, in its sole discretion, refrain from providing Customer with access to EMAG.

12. **Data Retention and Access**. VZW provides access to the metadata relating to the messages (time/date/sent/received) for up to one year. For messages sent or received over the EMAG APIs, VZW provides Customer access to messaging content for up to fourteen (14) days, after which time it is deleted. For messages sent or received over the Portal, VZW retains Customer message content for sixty (60) days, after which time it is deleted.

13. **Customer Contact.** Customer will provide to VZW contact information including a phone number and email address of an EMAG contact(s), who shall be available during business hours and during such time as Customer utilizes EMAG to assist with the resolving of service matters and trouble shooting. Customer must provide written notice of changes to contact information fourteen (14) days prior.

14. **Termination of Service.** VZW CAN, WITHOUT NOTICE, LIMIT, SUSPEND, OR CANCEL CUSTOMER'S ACCESS TO OR USE OF EMAG IF CUSTOMER VIOLATES THE RESTRICTIONS OF THIS TOS OR FOR GOOD CAUSE, which shall include, but is not limited to: (a) breaching this TOS or Customer's Government agreement with VZW; (b) spamming or other abusive messaging; (c) using EMAG in a way that adversely affects our network, our customers, or other customers; (d) allowing anyone to tamper with messaging applications in a manner contrary to this TOS; (e) any governmental body of competent jurisdiction suspends or terminates Customer's service or institutes a requirement, ruling or regulation that conflicts with this TOS; or (f) operational or other governmental reasons.

15. **Service Limitations.** VZW may establish limits on the use of EMAG, including, but not limited to, the number of messages sent over a limited time period (i.e., per minute, hourly and daily), the number of active connections, and recommended connections per group, as set out in our User's Guide (available on the EMAG Portal) which may be updated form time to time. VZW provides no service level commitments or quality of service standards for EMAG. VZW will provide to Customer maintenance, technical and support services for EMAG, as determined by VZW in its sole discretion. VZW may extend, enhance, or otherwise modify EMAG at any time and for any reason without notice. There are limitations to wireless messaging which by their nature do not permit or may delay the delivery of text messages. These limitations include, but are not limited to, network limitations, when a wireless phone is not in range of one of our transmission sites or those of

another company that carries our customer calls, insufficient network capacity, interference due to subscriber's equipment, terrain, proximity to buildings, foliage, and weather. Further, VZW does not own or control all of the various facilities and communications lines between a Customer's site and VZW's EMAG access point. Experience by carrier and region may cause the experience to vary. Due to these limitations and the limitation in the number of messages that can be sent, EMAG SHOULD NOT BE USED AS THE SOLE MEANS TO SEND MESSAGES THAT CONTAIN INFORMATION THAT IS ESSENTIAL TO THE PROTECTION OF LIFE OR PROPERTY, OR IS MISSION ESSENTIAL OR CRITICAL IN OTHER WAYS. VZW reserves the right to block any messaging traffic that violates this TOS or harms or may harm VZW, EMAG or our assets, network or facilities.

16. **Disclaimer and Limitation of Liability.** EMAG IS PROVIDED ON AN "AS IS" BASIS AND CUSTOMER'S USE OF EMAG IS ITS SOLE RESPONSIBILITY. VZW (AND ITS OFFICERS, EMPLOYEES, PARENTS, SUBSIDIARIES AND AFFILIATES), ITS THIRD PARTY LICENSORS, PROVIDERS VENDORS AND SUPPLIERS, DISCLAIM ANY AND ALL WARRANTIES FOR EMAG OR TEXT MESSAGE DELIVERY, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, NONINTERFERENCE, AND THOSE ARISING FROM COURSE OF DEALING, COURSE OF TRADE, OR ARISING UNDER STATUTE. VZW DOES NOT WARRANT THAT EMAG WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, OR LOSS OF CONTENT, DATA, OR INFORMATION. VZW SHALL NOT BE LIABLE FOR ANY FAILURE TO PROVIDE EMAG, FOR ANY CONTENT, AND MAKES NO GUARANTEES THAT ANY TEXT MESSAGE WILL BE DELIVERED. NEITHER PARTY, NOR ITS AGENTS OR VENDORS, SHALL BE LIABLE TO THE OTHER PARTY, ITS EMPLOYEES, AGENTS OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES. IN THE EVENT OF ANY BREACH BY VZW OF THIS TOS, VZW'S LIABILITY TO CUSTOMER SHALL NOT EXCEED THE AMOUNT PAID TO VZW BY CUSTOMER UNDER THIS TOS DURING THE PREVIOUS THREE MONTHS.

17. **Indemnification.** Customer shall defend, indemnify, and save harmless VZW and its successors, assigns, employees, and agents, and their heirs, legal representatives and assigns from any and all claims or demands, including claims for bodily injury or death, or damage to property, arising from Customer's use of EMAG, including reasonable counsel fees and costs.

18. **Miscellaneous.** Customer will not resell or aggregate EMAG or allow Third Parties to use or access EMAG without prior written permission from VZW. This TOS supplements Customer's Government agreement with VZW as it relates to EMAG. If there are any inconsistencies between this TOS and Customer's Government agreement with VZW, then this TOS shall control with respect to EMAG. Customer agrees that its use of EMAG will comply with any applicable local, state, national and international laws and regulations. This TOS may not be assigned in whole or in part by the Customer with prior written consent of VZW. Any failure of VZW to perform hereunder shall be excused if caused by failure of a third party wireless or telecommunications provider serving a particular area, power failure, national emergency, interference by any governmental agency, acts of God, strikes, other labor disturbance, severe weather conditions, fire, terrorism, riots, war, earthquakes, or any other causes beyond VZW's reasonable control.

Exhibit A

VZW Content Standards

Customer may only provide content that is legal and does not include or provide access to content or material that falls into the following categories:

- Contains anything that is obscene or indecent or anything with strong sexual, explicit or erotic themes or that links to such content;
- Contains hate speech;
- Contains excessive violence;
- Contains extreme profanity;
- Contains misleading or fraudulent claims;
- Promotes or glamorizes alcohol abuse, illegal drug use or use of tobacco products; or
- Promotes a competitor of VZW or its affiliates.

All content must comply with applicable industry standards (e.g., Mobile Marketing Association's Best Practices, CTIA's Wireless Content Guidelines, etc.) and VZW's commercial practices. Additionally, no content and materials included shall disparage VZW or its affiliates. VZW will decide, in its sole discretion, whether the content, material or services provided complies with these standards.

Intrepid Services Agreement

Terms and Conditions

1. DEFINITIONS

In this Agreement, capitalized terms shall have the meanings described on the Order Form or as set out below and in the text of the Agreement:

"**Customer Data**" means the customer-specific data, including personal data, available to the Customer through the Service. Customer data is further defined as Generic and Unique.

"Generic Customer Data" means information not personal or specific to operations including amount of traffic, usage patterns, and aggregate amounts of unique data.

"Unique Customer Data" means all other information that is not generic, including personal information, specific details of operations, locations, photographs, written communications, recordings, and biometric data.

"Confidential Information" means all information disclosed by one party to the other party that is identified in writing as "confidential" or "proprietary" (or, in the case of oral disclosures, is summarized in writing and delivered to the receiving party within 30 days).

"Devices" means all hardware devices of Customer utilizing the Service, whether provided by Intrepid or from any other third party.

"Initial Term" means the period commencing on the Effective Date and ending on the last day of the Service Period.

"Service" means the online, web-based, and mobile access business application services, including content and associated offline components as well as support and training made available by Intrepid to Customer.

"Service Period" means the period beginning on the Effective Date and continuing for the period set forth on the Order Form.

"User" means any of the Customer's employees, representatives, consultants, contractors or agents utilizing the Service, with each such person or party who is authorized to use the Service to be supplied with a user identification and/or password by Customer (or by Intrepid at Customer's request).

2. SERVICES

2.1 Subject to the terms and conditions of this Agreement and payment of all applicable fees and charges, Intrepid grants Customer a non-exclusive, non-transferable, revocable, limited right and license during the Term to use the Service for Customer's internal, in-house business use only within the United States of America. Intrepid reserves all rights in the Service not expressly granted herein.

2.2 Intrepid reserves the right to perform maintenance of the Service as needed and, except in the event of emergency maintenance, will use commercially reasonable efforts to provide prior notice to Customer of any Service unavailability and the reasons therefore.

2.3 A user account is required to access the Service, which may be used only by authorized Users. User accounts are non-transferable to other organizations or agencies but can be transferred to users in other departments within the purchasing organization or agency. User accounts shall not be shared or utilized by Users in non-purchasing organizations or agencies. Notwithstanding the foregoing, Customer shall make available for audit a list of all Users within five (3) business days when requested by Intrepid.

2.4 Customer is responsible for any and all activities that occur under Customer's User accounts, including without limitation any loss or damage that results from such use or misuse. Customer shall: (a) report to Intrepid immediately any unauthorized use of any password or account or any other known or suspected breach of security; (b) report to Intrepid immediately any copying or distribution of any content contained in, or accessible through, the Service that is known or suspected by Customer or its Users, and Customer shall take all necessary steps to stop or terminate such conduct; and (c) ensure that use of the Service shall at all times comply with the terms of this Agreement.

2.5 At all times during the Term of this Agreement, Customer will conduct its business and/or operations, and cause its Users to be, in compliance with all federal, state, provincial, local, or similar statutes, laws, ordinances, regulations, rules, codes, orders, conventions, or rules of law (including common law) and governmental orders (collectively, "Laws"), applicable to Customer and Customer's business and/or operations, including, but not limited to any such Laws with respect to the use of the Service in Customer's business and/or operations.

2.6 Customer warrants that it is legally entitled to allow Intrepid to monitor the Customer account and each User in the account to process for Generic Customer Data in order to provide improvements to Intrepid products or resolve product defects.

2.7 Customer acknowledges and agrees that Intrepid shall not be responsible for providing internet access or any equipment or services necessary to utilize internet access by Customer or any User.

3. LIMITATIONS AND RESTRICTIONS

3.1 Except as expressly set forth herein, Customer shall not (nor shall it permit others to) (a) copy, market, license, sublicense, sell, resell, transfer, assign, reproduce, distribute or otherwise make available to any third party the Service; (b) modify, adapt or make derivative works based on the software or intellectual property used in the Service; (c) retransmit or link the Service (including "framing" or "mirroring" any content contained in, or accessible from the Service) to any other server, wireless or Internet-based device. Customer shall ensure and be responsible for all of its Users' compliance with the terms of this Agreement; or (d) store or transmit any Content (as defined herein) that could give rise to civil or criminal liability.

3.2 To the extent that access to any software or other intellectual property is provided to Customer by Intrepid, Customer agrees that it will use such software and intellectual property solely for Customer's own internal processing operations under this Agreement, and that Customer will not directly or indirectly disassemble, reverse engineer, or decompile, modify, create derivative works based on, or translate the Services, or any software or intellectual property included therein, or transfer or otherwise grant any rights in or access to such software or intellectual property in any form to any other party. Customer shall promptly report to Intrepid any actual or suspected violation of this Section
3.2 and shall take all further steps reasonably requested by Intrepid to prevent or remedy any such violation.

3.3 Users may be required to provide information about themselves in order to register for and/or use the Service. Intrepid shall not be responsible for the accuracy of any User information provided, and Customer agrees that any such information shall be accurate. Users are entirely responsible for maintaining the security of their user names and passwords and agree not to disclose such to any third party. Company acknowledges that it is necessary for Intrepid to send certain electronic communications to Users in order to deliver the Service and consents to such communications.

3.4 Customer is solely responsible for the pictures, audio, video, graphics, text, or other content ("Content") sent, displayed, or uploaded by Customer or its Users with or to the Service, either directly or through another application. Except for material that Intrepid licenses to Customer and as otherwise noted in this Agreement, Intrepid claims no ownership of any Content that is transmitted, stored, or processed in Customer's account(s). Intrepid also does not control, verify, or endorse the Content that Customer or its Users make available in the Service.

3.5 The Service provides functions that allow Customer and Users to control who may access Content. If Users enable the features that allow sharing Content with others, anyone with whom Content is shared (including the general public, in certain circumstances) may have access to Content. Customer hereby grants Intrepid and its agents the right to reproduce, distribute, display, and disclose Content with others authorized by Customer or its Users to view such Content as part of Intrepid's provision of the Service to such authorized users.

3.6 Customer represents and warrants that: (a) Customer has all the rights in the Content necessary to use the Service and to grant the rights in this Agreement, and (b) the storage, use, or transmission of the Content doesn't violate any law, this Agreement, or the rights of any third parties. Customer will: (i) be solely responsible for the nature, quality, and accuracy of the Content; (ii) ensure that the Content (including the storage or transmission thereof) complies with this Agreement and any and all applicable laws and regulations; (iii) promptly handle and resolve any notices and claims relating to the Content, including any notices sent by any person claiming that any Content violates any person's rights, such as take-down notices pursuant to the Digital Millennium Copyright Act and any

Verizon Wireless offers this pricing utilizing the terms and conditions of the State of Florida ITN No. DMS-19/20-006 please contact your local Verizon Government Sales representative for additional information. ©Verizon2024.

other notices; and (iv) maintain appropriate security, protection, and backup copies of the Content, which may include, Customer's use of additional encryption technology to protect the Content from unauthorized access. Although Intrepid is not responsible for any Content in violation of this provision, Intrepid may delete any Content in violation of any provision in this Agreement of which it becomes aware, at any time without notice. Customer must immediately notify Intrepid in writing of any unauthorized use of (a) any Content (b) any User account, or (c) the Service that comes to Customer's attention. In the event of any such unauthorized use by any third party that obtained access through Customer or its Users, Customer will take all steps necessary to terminate such unauthorized use.
Customer will provide Intrepid with such cooperation and assistance related to any such unauthorized use as Intrepid may reasonably request.

3.7 If Customer becomes aware of any violation of this Agreement in connection with use of the Service by any User or person, Customer must notify Intrepid immediately. Intrepid may investigate any complaints and violations that come to its attention and may take any action that it believes is appropriate, including, but not limited to issuing warnings, removing Content, or terminating accounts and/or User profiles. Because situations and interpretations vary, Intrepid also reserves the right not to take any action. Under no circumstances will Intrepid be liable in any way for any data or other Content viewed while using the Service, including, but not limited to, any errors or omissions in any such data or Content, or any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to any data or content.

4. PROPERTY RIGHTS

Customer shall remain the sole and exclusive owner of Unique Customer Data. Unique Customer Data may be monitored or evaluated in an emergency situation or with permission or at the request of Customer or its Users for purposes such as assisting in customer operations, performing customer- specific analysis, or improving Intrepid's products. Customer explicitly grants Intrepid the right to monitor network traffic that includes Unique Customer Data for the purpose of optimizing the Service's performance. Intrepid is and shall remain the sole and exclusive owner of the Service and all documentation or other property provided by Intrepid during the Term of this Agreement, including any intellectual property developed, originated, or prepared on behalf of or in conjunction with Customer. This Agreement does not grant to Customer any shared development rights. Customer shall not reproduce in whole or in part (except as permitted under this Agreement), modify, merge, or incorporate any form or portion of the Service with other program material, create derivative work from the Service, reverse engineer, de-compile, or disassemble all or any portion of the Service, and/or disclose, sell, sublicense, or otherwise transfer or make available all or any portion of the Service to any third party without the prior written consent of Intrepid.

5. WARRANTIES, REMEDIES, LIMITATIONS OF LIABILITY, AND INDEMNIFICATIONS

5.1 Intrepid warrants to Customer that the Service will be provided in a professional and workmanlike manner. As Customer's exclusive remedy for breach of the foregoing warranty, Intrepid shall, at its option, repair or replace the nonconforming elements of the Service. Intrepid shall have no obligation hereunder if software or other intellectual property used in the Service, or hardware utilizing the Service, is modified, altered, merged or subjected to misuse, neglect, accident or improper use by Customer or any third party. If at any time Customer becomes unsatisfied with the Service, Customer's sole remedy is to cease using the Service.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICE IS PROVIDED "AS IS" AND INTREPID, ITS SUPPLIERS AND VENDORS EXCLUDE ALL WARRANTIES OF ANY KIND, WHETHER

EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. INTREPID AND ITS SUPPLIERS AND VENDORS SPECIFICALLY DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES OF DESIGN, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICE OR DEVICES WILL MEET ALL OF CUSTOMER'S REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, VIRUS FREE, OR ERROR-FREE. NOR DOES INTREPID (OR ITS VENDORS OR SUPPLIERS) MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR THAT ALL ERRORS IN THE SERVICE WILL BE CORRECTED.

5.2 INTREPID, ITS VENDORS AND SUPPLIERS ENTIRE LIABILITY FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT, WARRANTY, OR IN TORT (INCLUDING NEGLIGENCE) FOR ALL CLAIMS RELATING TO THIS AGREEMENT AND ITS PERFORMANCE, SHALL BE LIMITED IN THE AGGREGATE TO THE LESSER OF THE FEES PAID BY CUSTOMER TO INTREPID DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE CLAIM OR $25,000.

5.3 IN NO EVENT SHALL ANY PARTY BE LIABLE FOR ANY LOST PROFITS, LOST REVENUE, INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES EVEN IF SUCH PARTY HAS BEEN ADVISED OF, OR COULD HAVE REASONABLY FORESEEN, THE POSSIBILITY OF SUCH DAMAGES.

5.4 Customer acknowledges that the limitations of liability and disclaimers of warranty set forth in this Agreement are independent of any remedies hereunder and apply regardless of whether any remedy fails its essential purpose. Customer acknowledges that Intrepid has set the pricing for the Service and other fees and charges in reliance on the disclaimers of warranty and limitations and exclusions of liability set forth in this Agreement and that the same form an essential basis of the bargain between the parties.

5.5 Intrepid shall indemnify Customer from and against any third-party liabilities, losses, damages, claims, suits, and expenses, including reasonable legal expenses, of whatever kind and nature ("Losses"), imposed upon, incurred by or asserted against Customer relating to or arising out of any third-party claim brought against Customer alleging that the Service used as contemplated by this Agreement violates any proprietary rights of such third party. This Section 5.5 states Intrepid's entire obligations regarding infringement of a third party's intellectual property rights with respect to the use of the Service.

5.6 Customer shall indemnify Intrepid, its suppliers and vendors from and against any and all Losses imposed upon, incurred by, or asserted against Intrepid relating to or arising out of a claim alleging that Intrepid's authorized use of the Customer Data violates the proprietary rights of, or has caused harm to, any third party (including, without limitation, any User).

5.7 In addition to, and without limiting, any and all obligations of Customer set forth herein, Customer hereby assumes entire responsibility and liability for any and all damage or injury of any kind or nature to all persons, and to all property, real or personal, caused by, resulting from or associated with the use by Customer, or any of Customer's employees, representatives or agents (whether a User or not), of the Service and agrees to indemnify, defend, and hold harmless Intrepid, its suppliers and vendors from and against any and all Losses or injury to persons or to property caused directly or indirectly by Customer or any of Customer's employees, representatives or agents (whether a User or not), Customer's property or equipment, or any and all persons acting on Customer's behalf or under Customer's supervision or control, whether direct or indirect.

5.8 In consideration of the obligations of Intrepid hereunder, Customer acknowledges that the use of the Service by Customer is voluntary and may involve known and unknown risks that could result in physical injury (including death) and/or property damage. Customer, on behalf of itself and its employees, representatives and agents, (the "Customer Parties") hereby releases, remises, requites, satisfies and forever discharges Intrepid, its suppliers and vendors and their respective heirs, personal representatives, successors and assigns from any and all Losses whatsoever, in law, in equity or in arbitration that the Customer Parties have, had or may have (through all stages of settlement and litigation, including all appeals and all collection proceedings) arising out of or resulting from the Customer Parties' voluntary use of the Service.

5.9 The indemnity obligations set forth in this Section 5 are contingent upon (a) the indemnified party giving prompt written notice of any indemnified claim,
(b) the indemnified party allowing the indemnifying party the sole control of the defense and related settlement negotiations for such claim; and (c) the indemnified party providing reasonable assistance and cooperating in the defense and settlement negotiations as requested by the indemnifying party and at the indemnifying party's expense.

6. CONFIDENTIALITY AND DATA PROTECTION

By virtue of this Agreement, each party may have access to the Confidential Information of the other party. The parties expressly acknowledge that the Customer Data shall be governed by Sections 2.7 and 4 and shall not constitute Confidential Information. Each party agrees to keep confidential all Confidential Information disclosed to it by the other party or a third party, and to protect the confidentiality thereof in the same manner as it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of such Confidential Information). This Section 7 shall not apply to anything that: (i) is or becomes (through no improper action or inaction by the receiving party) generally available to the public, or (ii) was in the recipient's possession or known by it, without restriction, prior to receipt from the disclosing party, or
(iii) was rightfully disclosed to the receiving party by a third party, or (iv) is required to be disclosed by a subpoena, request for documents, or other validly issued judicial or administrative process, provided that the party so required to disclose it promptly notifies the other party of the receipt of process and permits the other party a reasonable opportunity to respond to such process; or (v) is necessary to be disclosed by a party in order to meet its obligations under this Agreement. If a party wishes to rely on one of these exclusions it shall give prompt written notice to the other party detailing the relevant information and the reason for disclosure.

7. TERM AND TERMINATION

7.1 This Agreement shall commence on the Effective Date and shall remain in effect through the Initial Term unless earlier terminated as set forth below.
Either party may terminate this Agreement upon notice to the other party if the other party materially breaches this Agreement and such breach is not remedied within 30 days of such notice, except for breaches relating to non- payment for which such cure period shall be 5 business days.
Either party may terminate this Agreement immediately upon notice if the other party becomes subject to any proceeding under any statute of any governing authority relating to insolvency or the rights of creditors that is not dismissed within 60 days, or the equivalent occurs in any jurisdiction.
Upon termination of this Agreement for any reason, all accrued rights to payment shall become due, all licenses shall immediately terminate, Customer shall immediately discontinue all use of the Service and

delete or remove any copies of the Service in its possession, and each party shall promptly return (or, if requested by the other party, destroy) all Confidential Information of the other party in its possession. Upon termination, Intrepid may immediately terminate Customer's access to the Service without notice and within 30 days thereafter delete Customer's Data and any related data.

7.2 Sections 1, 2.4, 2.5, 2.6, 3, 4, 5, 6, 7, 8, and 9 shall survive the termination or expiration of this Agreement in accordance with their terms.

8. **EXPORT**

If, at the time or times of Intrepid's performance hereunder, a validated export license or other export authorization is required for Intrepid or its agents to lawfully export the goods, source code, or technical data from the United States of America or such other country of origin, then the issuance of such license or authorization to Intrepid or its agents in accordance with the rules and regulations of the applicable country(ies) shall constitute a condition precedent to Intrepid's performance of its obligations hereunder. Customer agrees to comply with all applicable export laws and regulations of the United States of America or such other country of origin. Specifically, but without limitation, customer agrees that it will not resell or re-export Intrepid products, source code, or technical data in any form without obtaining appropriate export or re-export licenses from the respective governmental authority of the United States of America, other country of origin, or country of export or re- export.
Violation of this provision shall constitute cause for termination of this Agreement by Intrepid without liability to customer.

9. **MISCELLANEOUS**

9.1 Neither party shall be liable for any delay or failure in performing any of its obligations under this Agreement if such delay or failure is caused by circumstances outside the reasonable control of the party concerned. The Service may be subject to limitations, unavailability, delays, and other problems inherent in the use of the internet, mobile telephone networks and electronic communications. Intrepid is not responsible for any delays, delivery failures, or any loss or damage resulting from the same. Notwithstanding the foregoing, nothing herein shall relieve Customer of its obligations to pay monies due and owing to Intrepid hereunder.

9.2 Intrepid may reference Customer's status as a user of the Service on Intrepid's website, in marketing materials and in sale presentations.

9.3 The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

9.4 Customer may not assign or transfer any of its rights or obligations under this Agreement in whole or in part without Intrepid's prior written consent. Intrepid may freely assign, transfer, and sub- contract this Agreement and any or all of its obligations herein.

9.5 This Agreement shall not be amended or modified except in a writing executed by the duly authorized representatives of Intrepid and Customer.

9.6 If any provision of this Agreement is held to be invalid or unenforceable, the parties or any applicable tribunal shall substitute an enforceable provision that preserves the original intent and

economic positions of the parties and the remaining provisions of this Agreement will remain in full force and effect.

9.7 All notices that are required to be given under this Agreement shall be in writing and sent to the addresses of the parties set out on the Order Form or to such other address as a party may designate by notice to the other party and shall be effective (a) on the date of delivery if sent by recorded delivery;
(b) on the business day following the date of transmission of a fax as evidenced by a successful transmission report; or (c) immediately if delivered personally to the relevant address.

9.8 This Agreement forms the entire understanding of the parties in respect of the matters dealt with in it and supersedes all previous agreements, understandings, proposals, and negotiations between them.

9.9 This Agreement shall be governed by the laws of the State of Florida, without regard to its conflicts of laws principles. Any suit, action, or proceeding with respect to this Agreement shall be brought in the courts of Orange County, Florida or in the U.S. District Court for the Middle District of Florida, and the parties hereby accept the exclusive jurisdiction of those courts for the purpose of any suit, action, or proceeding.

9.10 The parties acknowledge that they are familiar with transactions of this nature and agree that the fact one of the parties may have drafted or structured any provision of this Agreement shall not be considered in construing the particular provision either in favor of, or against, such party.

9.11 The parties hereto are independent contractors and this Agreement does not create a joint venture or partnership, and neither party has the authority to bind the other party to any third party.

9.12 This Agreement may be executed in any number of counterparts, each of which, when taken together, shall be an original.

Exhibit A
Response Times

I. Intrepid Service

1. Response Times

Intrepid shall use its commercially reasonable efforts to respond to all written requests for assistance in accordance with the following response times:

	Time to Respond	
Type of Problem	**During Normal Business Hours**	**Outside Normal Business Hours**
Level 1 – Service unavailable or data cannot be collected	Within 24 hours Call Intrepid Support Hotline Phone Number or Email: support@intrepid-networks.com	Within 24 hours Call Intrepid Support Hotline Phone Number or Email: support@intrepid-networks.com

from >20% of the Users		
Level 2 – Part of the functionality of the Service is unavailable or data cannot be collected from *<=5% to 20% of the Users*	By 6PM EST of the following 2 business days Email: support@intrepid-networks.com	By 6PM EST of the following 2 business days Email: support@intrepid-networks.com
Level 3 – All other issues	Within 5 business days Email: support@intrepid-networks.com	Within 5 business days Email: support@intrepid-networks.com

Mobile Endpoint Security License Agreement

Version Date: March 1, 2023

THIS MOBILE ENDPOINT SECURITY LICENSE AGREEMENT (THE "LICENSE AGREEMENT" OR THE "AGREEMENT") IS BETWEEN LOOKOUT, INC. ("LOOKOUT") AND THE ENTITY AGREEING TO THESE TERMS ("CUSTOMER"). THIS AGREEMENT GOVERNS THE SUBSCRIPTION TO AND USE OF LOOKOUT MOBILE ENDPOINT SECURITY SERVICES (THE "SERVICES" OR "ENTERPRISE SERVICES"). READ THE TERMS OF THIS LICENSE AGREEMENT CAREFULLY **BEFORE** USING THE SERVICES. YOU ARE REQUIRED TO ACCEPT THE FOLLOWING LICENSE AGREEMENT AS A CONDITION TO CREATING AN ENTERPRISE ACCOUNT. AS THE CUSTOMER, YOU AGREE TO THIS AGREEMENT BY CLICKING OR TAPPING ON A BUTTON INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT, BY EXECUTING A DOCUMENT THAT REFERENCES THIS AGREEMENT, OR BY YOUR CONTINUED USE OF THE SERVICES. IF YOU DO NOT AGREE TO THIS AGREEMENT, THEN LOOKOUT IS UNWILLLING TO LICENSE THE SERVICES TO YOU, AND YOU SHALL MAKE NO FURTHER USE OF THE SERVICES. BY ACCEPTING THIS AGREEMENT, YOU CONFIRM THAT YOU HAVE REVIEWED THE AGREEMENT ON BEHALF OF CUSTOMER AND YOU ARE WARRANTING THAT YOU ARE AUTHORIZED TO ACCEPT THIS AGREEMENT ON BEHALF OF CUSTOMER.

1. Definitions.
"Accounts" means all accounts created by the Customer (including accounts created by or for its Administrators within the Service).

"Administrators" means the person(s) designated by Customer to have the authority to utilize the Administrative Console to create and manage Accounts associated with Customer and see the security status of End Users' Device. The Administrator is also considered an End User.

"Administrative Console" means the functionality for managing End Users' security, and other administrative functionality for Accounts and Devices associated with the Services provided to Customer.

"Device" or "Devices" mean all End Users' mobile devices associated with the Enterprise Account.

"End User(s)" means, collectively, any person who is invited by the Administrator to join an Enterprise Account and/or access the Services.

"End User Data" means the electronic data submitted from End User's Device(s) that is collected and processed by Lookout in connection with provision of the Services.

"Enterprise Account" means, collectively, all Accounts that belong to the Customer's subscription. An Enterprise Account may represent a team, group or other subdivision within the Customer's organization or the whole organization.

"Enterprise Services" or "Services" means Lookout's proprietary commercial off-the-shelf software product(s) specified in the Order (any related purchase orders, statement of work, or amendments, in each case incorporated into this Agreement) or provided in connection with this Agreement, and any helpers, extensions, plugins, and add-ons, in any format, including any improvements, modifications, derivative works, patches, updates and upgrades thereto that Lookout provides to Customer or that is developed in connection with this Agreement.

"Order" means Customer's order details as set forth in the applicable order form.

"Subscription Term" means the period starting on the Service start date as stated in the Order and continuing for the period specified therein, or if no such period is specified, on an annual basis.

2. License.

a. License to Customer and End Users. Subject to Customer's and End Users' continued and full compliance with all of the terms and conditions of this Agreement, Lookout hereby grants to Customer and its End User(s) a revocable, nontransferable, non-exclusive limited license, without any right to sublicense, during the applicable Subscription Term, to (a) install, execute, and use the Services (including any updates, modifications, patches and upgrades thereto that Lookout, in its sole discretion, may provide to Customer hereunder) solely for Customer's internal use and (b) allow Administrators to access and use the Administrative Console to create and administer Devices registered to Customer.

b. License to Lookout. Customer grants to Lookout a worldwide, limited-term license to host, copy, transmit, and display End User Data and other data Customer submits to Lookout for Lookout to provide the Services in accordance with this Agreement. Customer further grants Lookout a perpetual, irrevocable right to maintain, access, use, and disclose de-identified or aggregated data for any purpose.

3. Changes to Services. Lookout may change and improve the Services over the Subscription Term. The Customer's use of any new features and functionality added to the Services may be subject to additional or different terms relating to such new features and functionality. Lookout may alter or remove functionality from the Services without prior notice. However, Lookout will endeavor to provide

the Customer with prior notice if a change to the Services results in a material change in functionality, and if the material changes adversely affects Customer, Customer will have the option to cancel any Order without further obligation within 30 days of the material changes, and Lookout will refund Customer a pro-rata portion of all prepaid fees associated with the discontinued Services for which no comparable replacement was provided. If Customer is entitled to a refund under this Agreement, and the Services were purchased by Customer through an authorized Lookout partner ("Reseller"), then unless it is otherwise specified, Lookout will refund any applicable fees to the Reseller and the Reseller will be solely responsible for refunding the appropriate amounts to Customer. Customer agrees, however, that its Order is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Lookout regarding future functionality or features.

4. Customer's Obligations.

a. Compliance. Customer is solely responsible for End Users' compliance with this License Agreement. Customer acknowledges and agrees that prior to an End User using the Services, each End User will accept, or Customer will accept on behalf of the End User (and make Lookout a third- party beneficiary thereof) the terms and conditions herein, and this License Agreement will govern the End Users use of the Services. Customer acknowledges that a violation of this License Agreement by an End User can result in the termination of Services and/or Customer's Enterprise Account.

b. Obligations Concerning End Users. Customer represents and warrants that it has the necessary rights and will obtain any consents required from each End User (i) to allow the Customer and its Administrators to engage in the activities described in this Agreement or available through the Services (including adding the End User to the Enterprise Account) and (ii) to allow Lookout to provide the Services, including to collect End User Data. Without limiting the foregoing, Customer will provide End Users with prior notice of the scope of the Services, including Lookout's collection and Customer's access to End User Data. Customer — and not Lookout —is responsible for (1) Customer's access to, and potential use of, information obtained through the Enterprise Services, including End User Data; and (2) for all End User(s)' compliance with this Agreement.

c. Unauthorized Use & Access. Customer will prevent unauthorized use of the Services by its End Users and terminate any unauthorized use of the Services. Customer is solely responsible for all activity under its Enterprise Account, including all activity by End Users. Lookout will not be liable for any damages or liability resulting from Customer's failure to keep its Enterprise Account and End Users' accounts accurate, up to date, and secure. The Services are not intended for use by End Users under the age of 16. Customer will ensure that it does not allow any person under 16 to use the Services. Customer will promptly notify Lookout of any unauthorized use of, or access to, the Services.

5. End User Devices. When invited to join an Enterprise Account, a user can join an Enterprise Account by downloading Lookout Security for Work application to become an End User of the Enterprise Account.

6. Administrative Users Obligations.

a. Administrators. Administrators are responsible for managing Customer's Enterprise Service subscription, any associated Customer account details, and access to End User Devices and Accounts, including other Administrator Accounts, via the Administrative Console and for complying with this Agreement, and applicable laws. Administrators are responsible for (i) maintaining the

confidentiality of passwords and Administrator Accounts; (ii) managing access to Administrator Accounts; and (iii) ensuring that Administrators' use of the Services complies with this Agreement.

b. Administrative Responsibilities. The Enterprise Services are designed to provide the Customer and its Administrators with the ability to self-manage the Services and Devices. Management and administration of the Devices is the responsibility of the Customer and not Lookout. Lookout will not be responsible for any liability arising from adding, removing, or otherwise managing the Devices in accordance with Customer's instructions.

c. Administrative Access to End User Data. Customer and End Users agree that that the Administrators of the Enterprise Services will have access to End User Data, including information about malicious applications, and other relevant information, from the End Users' device. By using the Enterprise Services, all parties agree that Lookout shall not be liable in any manner for the access to, and potential use of, information obtained by Administrators via the Enterprise Service.

7. Restrictions on Use of Enterprise Services.
Customer will not, and will ensure that End Users or third parties do not:

a. Offer for sale or lease, sell, resell, lease or in any way transfer the Services, or otherwise use the Services for a third-party's benefit;

b. Copy any Enterprise Services (or component thereof), develop any improvement, modification, or derivative works thereof or include any portion thereof in any other equipment or item;

c. Attempt to decipher, decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code or underlying ideas or algorithms of the Services or any software or other component used therein;

d. Attempt to modify, alter, tamper with, repair or otherwise create derivative works of any software used to provide the Services;

e. Attempt to create a substitute or similar service through use of, or access to, the Services;

f. Access or attempt to access other accounts hosted by Lookout or other computer systems or networks not covered by this Agreement, for which Customer does not have permission;

g. Remove, alter or obscure any proprietary rights notices associated with the Services (including copyrights or trademarks), or attempt to do any of the foregoing;

h. Access or use the Services in a way intended to avoid incurring fees or hiding usage that exceed usage limits or quotas, if any;

i. Allow the transfer, transmission, export or re-export of any Enterprise Service (or any portion thereof) or any Lookout technical data;

j. Perform any benchmark tests (e.g. speed, battery usage, data usage, or detection coverage) without the prior written consent of Lookout (any results of such permitted benchmark testing shall be deemed confidential information of Lookout);

k. Access the Enterprise Services for testing or otherwise for competitive intelligence purposes (including to verify a set of known results), or publicly disseminate test-related information about Enterprise Services (which is Lookout's Confidential Information);

l. Hack or interfere with the Enterprise Services, its servers, or any commercial networks;

m. Register under different usernames or identities, after Customer's account or any End User account has been suspended or terminated; or

n. Circumvent or disable the Enterprise Services or any technology, features, or measures included in the Enterprise Services for any reason, except as required by law. Notwithstanding the foregoing, or any statement to the contrary herein, portions of the Services may be provided with notices and open source or similar licenses from such communities and third parties that govern the use of those portions. Customer hereby agrees to be bound by and fully comply with all such licenses, and any licenses granted hereunder shall not alter any duties or obligations Customer may have under such open source licenses; however, the disclaimer of warranty and limitation of liability provisions in this Agreement will apply to all such software in the Services.

8. Customer Warranty. As a condition to Customer's and its End Users' use of the Services, Customer represents, warrants and covenants that Customer will not use the Services for any improper or illegal purposes, including but not limited to:

a. Infringement of the intellectual property or proprietary rights, or rights of publicity of any third party;

b. Violation of local, state, and/or federal laws, regulations, or ordinances, including but not limited to all applicable export laws and the U.S. Foreign Corrupt Practices Act and similar foreign antibribery laws;

c. Compromising information and data security or confidentiality;

d. Integrating information that has been obtained in violation of any contractual agreement or local, state, or federal law, regulation, or ordinance; and/or

e. Violation of privacy or constitutional rights of any End User, or any other individuals or entities.

Customer, not Lookout, remains solely responsible for all information or material in any form or format that Customer imports, uses, publishes, or otherwise disseminates using, or in connection with, the Services ("Content"). Customer acknowledges that all Content that Customer accesses through use of the Services is accessed at Customer's own risk and Customer will be solely responsible for any damage or liability to any party resulting from such access.

9. Third Party Requests. Customer acknowledges and agrees that the Customer is responsible for responding to a request from a third party for records relating to Customer's or an End User's use of, or Content contained within, the Services ("Third-Party Request"). If Lookout receives a Third-Party Request (including but not limited to criminal or civil subpoenas or other legal process requesting Customer or End User data), Lookout will, to the extent allowed by the law and by the terms of the Third-Party Request, direct the Third Party to Customer to pursue the Third-Party Request. Lookout retains the right to respond to Third Party requests for Customer data where Lookout determines, in its sole discretion, that it is required by law to comply with such a Third-Party request.

10. Support and Maintenance. The support and maintenance services (if any) are detailed in the support package selected by Customer in the Order.

Customer will, at its own expense, be responsible for providing support to its End Users regarding issues that are particular to its End Users' access of Enterprise Services. Customer will use commercially reasonable efforts to resolve any such support issues before escalating them to Lookout or its distributor. If Customer cannot resolve a support issue as set forth above, Customer's Administrator may escalate the issue to Lookout or its partner, and Lookout or its partner will use commercially reasonable efforts to work with Customer to resolve the issue.

11. Confidentiality. Each party undertakes not to disclose to any third party information that is exchanged between the parties, provided that such information is: (i) clearly marked as confidential at the time of disclosure by the disclosing party, or (ii) if disclosed orally, identified as confidential at the time of disclosure, and summarized in writing and transmitted to the receiving party ("Confidential Information"). Each party agrees that it shall use the same degree of care that it utilizes to protect its own confidential information of a similar nature, but in no event less than reasonable care, to protect the secrecy of and avoid disclosure or use of Confidential Information of the other party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. The confidentiality obligation in this Section does not apply to such information that (a) was lawfully in the receiving party's possession before receipt from the disclosing party; (b) is or becomes a matter of public knowledge through no fault of the receiving party; or (c) was independently developed or discovered by the receiving party without the benefit of any Confidential Information of the disclosing party. Furthermore, Confidential Information of the other party may be disclosed insofar as such disclosure is necessary to allow a party to comply with applicable law, with a decision by a court of law or to comply with requests from government agencies that such party determines require disclosure, but then only after first notifying the other party of the required disclosure, unless such notification is prohibited. Customer shall promptly notify Lookout of any actual or suspected misuse or unauthorized disclosure of Lookout's Confidential Information.

Customer is responsible and shall be liable for any breaches of this Section and any disclosure or misuse of any Confidential Information by Customer's employees or agents (or any other person or entity to which Customer is permitted to disclose Confidential Information pursuant to this Section).

The foregoing confidentiality obligation survives termination of this Agreement for a period of five (5) years; provided that Customer's obligations hereunder shall survive and continue in perpetuity after termination with respect to any Confidential Information that is a trade secret under applicable law.

12. Intellectual Property Rights. Except for the limited license rights expressly provided herein, this Agreement does not grant either party any rights, implied or otherwise, to the other's intellectual property or any rights to use the Lookout trademarks, logos, domain names, or other brand features. No title to or ownership of or other right in or to the Services or software provided by Lookout to access the Services is transferred to Customer or its End Users under this Agreement. Specifically, Lookout retains all rights, title and interest in and to the Enterprise Services, source code, and any other related documentation or material provided by Lookout (including without limitation, all patent, copyright, trademark, trade secret, and other intellectual property rights embodied in the foregoing) and all copies, modifications, and derivative works thereof. The Enterprise Services are licensed and not sold, and no ownership rights are being conveyed to Customer under this Agreement.

13. Publicity. Lookout may identify Customer as a Lookout customer in promotional materials, unless Customer requests that Lookout stop doing so by providing written notice to Lookout.

14. Feedback. If Customer or its End Users provide Lookout with any suggestions, enhancement request, recommendation, correction, or other feedback, Customer and its End Users grant Lookout a worldwide, perpetual, irrevocable, royalty-free license to use any such feedback without restriction or compensation. If Lookout accepts Customer's or its End User's submission, Lookout does not waive any rights to use similar or related ideas or feedback previously known to Lookout, developed by Lookout employees, or obtained from sources other than Customer.

15. Disclaimers. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, LOOKOUT MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY EITHER PARTY HERETO, ITS AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES SET FORTH IN THIS AGREEMENT.

NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, LOOKOUT DOES NOT WARRANT THAT THE SERVICES WILL MEET ALL REQUIREMENTS OF CUSTOMER OR ANY END USER, OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL DEFECTS IN THE SERVICES WILL BE CORRECTED. FURTHER, LOOKOUT IS NOT RESPONSIBLE FOR ANY DEFECT OR ERROR RESULTING FROM THE MODIFICATION, MISUSE OR DAMAGE OF ANY OF THE SERVICES NOT DELIVERED BY LOOKOUT. LOOKOUT DOES NOT WARRANT AND SHALL HAVE NO LIABILITY WITH RESPECT TO THIRD PARTY SOFTWARE OR OTHER NON-LOOKOUT SERVICES.

16. Indemnification.

a. By Customer. Customer will indemnify, defend, and hold harmless Lookout from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a claim regarding Customer's (i) breach of its obligations pursuant to Section 4 of this Agreement, or (ii) action, inaction or negligence that results in a circumstance(s) covered by an Indemnity Exclusion.

b. By Lookout. Lookout will indemnify, defend, and hold harmless Customer from and against all damages, and costs (including settlement costs and reasonable attorneys' fees), if any, finally awarded against Customer from any claim of infringement or violation of any U.S. or E.U. issued patent, copyright or trademark asserted against Customer by a third-party based upon Customer's use of the Services in accordance with the terms of this Agreement. The foregoing indemnification obligation for Lookout shall not apply in the following circumstances (each, an "Indemnity Exclusion"): (1) if the Services are modified by any party other Lookout, but only to the extent the alleged infringement would not have occurred but for such modification; (2) if the Services are modified by Lookout at the request of Customer, but only to the extent the alleged infringement would not have occurred but for such modification; (3) if the Services are combined with other non-Lookout products or processes not authorized by Lookout; but only to the extent the alleged infringement would not have occurred but for such combination; (4) to any unauthorized use of the Services; (5) to any superseded release of the Products if the infringement would have been avoided by the use of a current release of the Services that Lookout has provided to Customer prior to the date of the alleged infringement; or (6) to any third party software code contained within the Services.

c. Possible Infringement. If Lookout believes the Services infringe or may be alleged to infringe a third party's Intellectual Property Rights, then Lookout may at it sole discretion: (i) obtain the right for Customer, at Lookout's expense, to continue using the Services; (ii) provide a non-infringing replacement with substantially similar functionality; or (iii) modify the Services so that they no longer infringe.

d. Indemnity Procedures. The party seeking indemnification will promptly notify the other party of the claim within twenty (20) days of receiving notice of such claim and cooperate with the other party in defending the claim. The indemnifying party has full control and authority over the defense, except that:
(i) any settlement requiring the party seeking indemnification to admit liability requires prior written consent, not to be unreasonably withheld or delayed and (ii) the other party may join in the defense with its own counsel at its own expense. THE INDEMNITIES ABOVE ARE LOOKOUT AND CUSTOMER'S ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION BY THE OTHER PARTY OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

17. Limitation of Liability.

a. NEITHER LOOKOUT NOR CUSTOMER SHALL BE LIABLE TO THE OTHER PARTY, OR ANY END USER, OR ANY OTHER THIRD PARTY WITH RESPECT TO ANY PRODUCT, SERVICE OR OTHER SUBJECT MATTER OF THIS AGREEMENT FOR ANY PUNITIVE, INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING LOSS OF PROFITS, REVENUE, OR DATA), WHETHER ARISING IN CONTRACT, IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), OR ANY OTHER CAUSE OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT AND/OR ITS TERMINATION OR NON-RENEWAL.
b. EXCEPT FOR ANY AMOUNTS AWARDED TO THIRD PARTIES ARISING UNDER SECTION 16 OF THIS AGREEMENT, EACH PARTY AGREES THAT THE AGGREGATE AND CUMULATIVE LIABILITY OF LOOKOUT FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER TO LOOKOUT OR ITS PARTNER UNDER THIS AGREEMENT DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE INITIATION OF ANY CLAIM FOR DAMAGES.

18. Data Protection. If Customer's use of the Service requires Lookout to process personal data falling within the scope of EU Regulation 2016/679 (the "GDPR"), the GDPR as it forms part of United Kingdom law (the "UK GDPR"), the Swiss Federal Data Protection Act of 19 June 1992, or other relevant US data protection laws that may be applicable, the Data Processing Addendum ("DPA") set out at https://info.lookout.com/rs/051-ESQ-475/images/Lookout-DPA_180516_v2.pdf shall apply. The DPA shall hereby be incorporated into this Agreement by reference. In the event of any conflict between the terms of the DPA and this Agreement as they relate to End User Data, the DPA shall prevail to the extent of such conflict.

19. Term. This Agreement will remain in effect for the Subscription Term specified as set forth in the Order or until the Agreement is terminated as provided below.

20. Termination. Either Lookout or Customer may suspend performance or terminate this Agreement if: (i) the other party (including any End User of Customer) is in material breach of the Agreement and fails to cure that breach within 30 days after receipt of written notice of such breach or (ii) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within 90 days. Notwithstanding the foregoing, (i) either party may terminate this Agreement immediately in the event of a material breach by the other party of its

obligations under Section 11 and (ii) Lookout may terminate this Agreement immediately in the event of a material breach by Customer of its obligations under Sections 2, 4, 6, or 7 or if any payment owed by the Customer is more than 60 days overdue.

21. Effects of Termination. a. If this Agreement terminates: (i) the rights granted by Lookout to Customer will cease immediately (except as set forth in this section); and (ii) the rights granted by Lookout to End User will cease immediately.

b. The following provisions of this Agreement shall survive the termination or expiration of this Agreement: Sections 1, 2(b)(ii), 7, 9, 12, 13, 14, 15, 16, 17, 18, 19, 21, and 22.

22. General Terms.

a. Entire Agreement. This Agreement, together with the Enterprise User Terms of Service and any Orders constitute the entire agreement between Lookout and Customer with respect to its subject matter, and supersedes all prior and contemporaneous proposals, statements and agreements. In the event any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be invalid or unenforceable for any reason, that provision will be enforced to the maximum extent permissible under applicable law, and the other provisions of this Agreement will remain in full force and effect. The parties further agree that in the event such provision is an essential part of this Agreement, they will negotiate in good faith a replacement provision to replicate the intention of such provision to the maximum extent permitted under applicable law.

b. Notices. Except as provided in Section 22(i), notices required or permitted by this Agreement must be in writing and must be delivered as follows: (i) in person or by courier; or (ii) by reputable private domestic or international courier with established tracking capability (such as DHL, FedEx, or UPS), postage pre-paid, and addressed to Customer at the postal address on record by Lookout or such other address as a party may specify by previously confirmed written notice. Notices shall be deemed received upon date of delivery. All notices to Lookout must be sent to: Lookout Inc., 3 Center Plaza, Suite 330, Boston, MA (USA) 02108, Attn: Legal Department, with Subject "NOTICE". Unless otherwise specified, Notices to Customer will be sent to the address on record by Lookout.

c. Governing Law. THIS AGREEMENT, AND ALL CLAIMS OR CAUSES OF ACTION (WHETHER IN CONTRACT, TORT OR STATUTE) THAT MAY BE BASED UPON, ARISE OUT OF OR RELATE TO THIS AGREEMENT, OR THE NEGOTIATION, EXECUTION OR PERFORMANCE OF THIS AGREEMENT (INCLUDING ANY CLAIM OR CAUSE OF ACTION BASED UPON, ARISING OUT OF OR RELATED TO ANY REPRESENTATION OR WARRANTY MADE IN OR IN CONNECTION WITH THIS AGREEMENT, OR AS AN INDUCEMENT TO ENTER INTO THIS AGREEMENT), SHALL BE GOVERNED BY AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK U.S.A, INCLUDING ITS STATUTES OF LIMITATIONS, WITHOUT REGARD TO ANY BORROWING STATUTE THAT WOULD RESULT IN THE APPLICATION OF THE STATUTE OF LIMITATIONS OF ANY OTHER JURISDICTION. ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES MUST BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF NEW YORK, AND THE PARTIES EXPRESSLY CONSENT TO VENUE AND
PERSONAL JURISDICTION THERE. This Agreement shall not be governed by the provisions of the United Nations Convention on Contracts for the International Sale of Goods and Uniform Computer Information Transactions Act (UCITA), or any similar federal laws or regulations enacted, to the extent allowed by law shall not apply to this Agreement.

d. If Customer is a government or an agency or other unit of government located in the United States (a "US Government Customer") and the law establishing or otherwise governing such Customer expressly requires Customer to enter into contracts under a particular law and/or prohibits any choice of law provision imposing any law other than the law under which Customer is authorized to act, then the preceding paragraph shall not apply with respect to the US Government Customer's use of the Lookout Enterprise Service while performing in its official government capacity.

e. Assignment. Customer may not assign or transfer any part of this Agreement without the written consent of Lookout. Lookout may not assign this Agreement without providing notice to Customer, except Lookout may assign this Agreement without such notice to an affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets without providing notice. Any other attempt to transfer or assign is void. Subject to the foregoing, this Agreement will be binding on the parties and their successors and assigns.

f. No Relationship. No agency, partnership, joint venture or employment is created between the parties as a result of this Agreement. Except as specifically provided herein, neither party is authorized to create any obligation, express or implied, on behalf of the other party, nor to exercise any control over the other party's methods of operation.

g. Force Majeure. If either party is prevented from performing any portion of this Agreement (except the payment of money) by causes beyond its control, including labor disputes, civil commotion, war, governmental regulations or controls, casualty, inability to obtain materials or services or acts of God, hardware failure, interruptions or failure of the Internet or third-party network connections, such party will be excused from performance for the period of the delay and for a reasonable time thereafter.

h. Third Party Beneficiaries. Except as explicitly provided herein, there are no third party beneficiaries to this Agreement.

i. Terms Modification; Waiver. Lookout may revise this Agreement from time to time and the most current version will always be posted on the Lookout website. If a revision, in Lookout's sole discretion, is material, Lookout will notify Customer through the Administrative Console with Subject "NOTICE – AGREEMENT MODIFICATION" or, as otherwise by notice sent to Customer's address on record by Lookout. Other revisions may be posted to Lookout's terms page, and Customer is responsible for checking such postings regularly. By continuing to access or use the Services after revisions become effective, Customer agrees to be bound by the revised Agreement. If the amended Agreement includes any material adverse changes to Customer's rights or obligations and Customer does not wish to continue using Enterprise Services under the terms of the Amended Agreement, Customer may cancel the Services by providing Lookout written notice within thirty (30) days of the availability of the amended Agreement. Otherwise, no waiver, amendment or modification of any provision of this Agreement, and no variance from or addition to the terms and conditions of this Agreement in any Order or other written notification, shall be effective unless in writing and agreed to by the parties hereto. No failure or delay by either part in exercising any right, power or remedy under this Agreement shall operate as a waiver of such right, power or remedy. No waiver of any term, condition or default of this Agreement shall be construed as a waiver of any other term, condition or default. This Agreement will not be supplemented or modified by any course of dealing or usage of trade.

j. Export Restrictions. The export and re-export of Services may be controlled by the United States Export Administration Regulations or other applicable export restrictions or embargo. The Services may not be used in Cuba; Iran; North Korea; Sudan; or Syria or any country that is subject to an embargo

by the United States and Customer must not use the Services in violation of any export restriction or embargo by the United States or any other applicable jurisdiction. In addition, Customer must ensure that the Services are not provided to persons on the United States Table of Denial Orders, the Entity List, or the List of Specially Designated Nationals.

k. Government Users. Nothing herein makes Lookout a government contractor. If Customer is a government user or otherwise accessing or using the Lookout Service in a government capacity, the Amendment to License Agreement for Government Users located at https://www.lookout.com/legal/enterpriselicenseagreement-government shall apply to Customer.

MarketSpark General Terms and Conditions

These General Terms and Conditions (these "**Terms**") govern the provision and use of equipment, software and services related to the conversion of plain old telephone service ("**POTS**") to reliable cellular connections by MarketSpark, Inc. ("**MarketSpark**") to your organization ("**You**" or "**Customer**"). By completing the ordering process for the Services, Customer agrees to these Terms.

1. **Provision of Equipment and Services.** Customer agrees to acquire from MarketSpark the Services and Equipment (as defined below), which may include accompanying software ("**Software**"). Customer acknowledges that a site survey is recommended to determine scope of the Services to be provided. Customer agrees to coordinate with MarketSpark on the details of the set-up, installation, and testing of the Services.

1.1. **Equipment**. MarketSpark shall provide the necessary hardware (together with applicable Software, "**Equipment**") to deliver the Services. Customer acknowledges that the Equipment is provided exclusively for use by Customer. Customer acknowledges that any unauthorized sale may result in the immediate voiding of any warranties that may have been passed through to Customer. Certain equipment required to provide the Services may be supplied by Customer and shall include, but not be limited to, the following: routers, switches, firewalls, digital phones, faxes, signal boosting equipment, and fire panels, among other equipment (such Customer-supplied equipment is collectively the "**CPE**").

2. **Services.** For purposes of POTS replacement, MarketSpark shall provide certain services to Customer ("**Services**"), which shall include but not be limited to the following:

2.1. POTS replacement line(s) at each of the Customer locations as selected and identified by Customer ("**Customer Locations**").

2.2. Installation of the Services by MarketSpark up to the demarcation point(s) (each, a "**Dmarc**") at the Customer Locations. Dmarcs are defined as Customer's main distribution frame (MDF), intermediate distribution frame (IDF), or computer or server room and may vary by location. Where MarketSpark is provisioning Services to a Dmarc at a Customer Location, Customer is responsible for providing all necessary and/or reasonably requested access rights, space, and power for MarketSpark's facilities and equipment at the Dmarc. If MarketSpark is unable to access the require Customer Location at the agreed upon date and time, Customer may be charged additional costs associated with rescheduling the installation.

2.2.1. For clarity, MarketSpark's obligation is to provide a dial tone to the Dmarc. Any additional installation services or coordination with other service providers or personnel may result in additional fees, which shall be approved by Customer in advance and subject to these Terms. MarketSpark's technical support team is available for remote services at no additional charge to resolve connectivity with on-premises equipment.

2.3. Setup and installation Services provided by MarketSpark to install Equipment in the Customer Locations as provided in these Terms.

2.4. Testing of new POTS replacement line(s) to the Dmarc(s).

2.5. Monitoring, management, and, solely for Equipment not owned by Customer, break-fix Services for the Equipment installed by MarketSpark in the Customer Locations.

2.6. Access to MarketSpark's portal for the purposes of monitoring Services at the Customer Locations and making changes such as call forwarding and other changes allowed using the portal.

2.7. MarketSpark is not responsible for the timeline to port Customer's existing numbers. Although carriers are required to transfer their customers' numbers upon request, execution time varies and is beyond the control of MarketSpark.

3. **Suspension and Termination.** MarketSpark may suspend or terminate the Services if Customer materially breaches these Terms and fails to cure such breach within thirty (30) days following MarketSpark's written notice specifying such breach.

4. **Customer Responsibilities.** In addition to Customer's other responsibilities under these Terms, Customer agrees that anyone using the Services will: (i) not use the Services for any illegal purposes and comply with all federal, state, and local laws, rules, regulations and tariffs that apply to the Services, the Equipment, or these Terms; (ii) be solely responsible to establish and maintain security measures (including, without limitation, codes, passwords, or other features) necessary to restrict access to Customer's computers, servers, or other CPE through the Services; (iii) be solely responsible for all fraudulent, unauthorized, illegal, or improper use of the Services and/or Equipment by persons accessing those Services through Customer's facilities, CPE, or Customer Location; and (iv) authorize and identify to MarketSpark at least one individual who is authorized to represent Customer on any aspect of the Services and Customer's account (including all requests for moves, additions, deletions or changes to the Services) (each, an "**Authorized Individual**"). Customer's list of Authorized Individuals must be kept current at all times. A change requires the authorization of a currently Authorized Individual for Customer's account. Updates and authorizations shall be sent to support@MarketSpark.com. Customer further agrees to keep the Equipment at the Customer Location where it has been installed and to not make any alterations, additions, or replacements to the Equipment except as authorized in writing by MarketSpark.

5. **911 Terms and Conditions.** The Services are provided subject to the 911 terms and conditions as set forth in the Appendix to these Terms.

6. **LIMITED WARRANTY. OTHER THAN THE WARRANTIES DEFINED IN THESE TERMS, MARKETSPARK DISCLAIMS ALL OTHER EXPRESS WARRANTIES AND ALL WARRANTIES, DUTIES, AND OBLIGATIONS IMPLIED OR IMPOSED BY LAW, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTY FROM USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE, AMONG OTHERS. CUSTOMER IS SOLELY RESPONSIBLE TO SELECT, USE, AND DETERMINE THE SUITABILITY OF MARKETSPARK SERVICES AND THE EQUIPMENT, AND MARKETSPARK WILL HAVE NO LIABILITY FOR THAT SELECTION, USE, OR SUITABILITY. MARKETSPARK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THE FITNESS OF THE SERVICES FOR A PARTICULAR PURPOSE. MARKETSPARK DOES NOT REPRESENT THAT THE SERVICES OR THE EQUIPMENT WILL MEET CUSTOMER'S REQUIREMENTS OR PREVENT UNAUTHORIZED ACCESS TO CUSTOMER'S COMPUTERS, NETWORK, SERVERS AND OTHER EQUIPMENT OR TO ANY DATA, INFORMATION, OR FILES ON ANY OF THEM. WHENEVER CUSTOMER IS ENTITLED TO MARKETSPARK'S INTEREST IN ANY EQUIPMENT, MARKETSPARK WILL ASSIGN SUCH EQUIPMENT "AS-IS, WHERE-IS," EXCEPT THAT MARKETSPARK WILL WARRANT THE ABSENCE OF ANY ENCUMBRANCES.**

7. **MarketSpark Intellectual Property.** Customer acknowledges and agrees that in order for MarketSpark to perform one or more of its obligations in connection with specific Software (or

any specific parts thereof), MarketSpark may, in some instances, need to utilize certain of MarketSpark's own proprietary pre-existing code, technology, or software ("**MarketSpark IP**"). Such MarketSpark IP shall not be deemed included in the Services provided hereunder, and all rights in and to such MarketSpark IP are and shall remain the sole and exclusive property of MarketSpark.

8. **Indemnification.** MarketSpark shall release, indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) incurred by Customer resulting from any third-party claim, suit, action, or proceeding that (i) the MarketSpark IP, Services, or any use of the Services in accordance with these Terms, infringes or misappropriates such third party's US intellectual property rights, or (ii) results from MarketSpark's gross negligence or willful misconduct; provided that in each instance, Customer provides prompt notification in writing of such claim and cooperates with MarketSpark.

9. **LIMITATIONS OF LIABILITY.**

9.1. EXCEPT WITH RESPECT TO MARKETSPARK'S OBLIGATIONS OF INDEMNIFICATION PURSUANT TO SECTION 8, A BREACH OF THE OBLIGATIONS OF CONFIDENTIALITY UNDER SECTION 10, OR INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY, IN NO EVENT WHATSOEVER SHALL MARKETSPARK OR ITS AUTHORIZED RESELLERS BE LIABLE UNDER ANY CAUSES OF ACTION FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR OTHER SIMILAR TYPE OF DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES BASED UPON LOSS OF DATA, LOSS OF PROFITS, AND/OR LOSS OF BUSINESS, OR LOSS, DAMAGE, OR DESTRUCTION OF ANY PROPERTY, WHETHER CUSTOMER, CUSTOMER'S PERMITTED ASSIGNEE, OR ANY OTHER TRANSFEREE SUFFER THAT LOSS OR DAMAGE, ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS, WHETHER UNDER CONTRACT, TORT OR ANY OTHER CAUSE OF ACTION AND WHETHER OR NOT MARKETSPARK OR ITS AUTHORIZED RESELLERS ARE INFORMED, KNEW OR SHOULD HAVE KNOWN, OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE, UNLESS SUCH DAMAGES ARE DUE TO THE WILLFUL MISCONDUCT OF MARKETSPARK. EXCEPT WITH RESPECT TO MARKETSPARK'S OBLIGATIONS OF INDEMNIFICATION PURSUANT TO SECTION 8, IN NO EVENT SHALL MARKETSPARK OR ITS AUTHORIZED RESELLERS

BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF AMOUNTS ACTUALLY PAID BY CUSTOMER FOR THE SERVICES. MARKETSPARK IS NOT LIABLE FOR THE CONTENT, ACCURACY, OR QUALITY OF INFORMATION TRANSMITTED THROUGH ITS EQUIPMENT, FACILITIES, OR SERVICES, OR THROUGH THE EQUIPMENT, AND CUSTOMER AGREES TO ASSUME ALL RISK OF TRANSMITTING, RECEIVING, OR USING ANY SUCH CONTENT OR INFORMATION. THE LIMITATIONS ON LIABILITY SET FORTH IN THIS SECTION REPRESENT A FUNDAMENTAL TERM OF THE SERVICES AND NEITHER MARKETSPARK NOR CUSTOMER WOULD HAVE AGREED TO THESE TERMS WITHOUT THEIR INCLUSION.

9.2. MarketSpark does not control how emergency 911 calls are answered or handled by any local emergency response center. MarketSpark disclaims all liability and responsibility for the actions and conduct of any and all national and local emergency response centers. MarketSpark relies entirely upon third parties to route emergency 911 calls to local and national emergency response centers. MarketSpark and its authorized resellers disclaim any and all liability and responsibility resulting from the absence, failure or outage of the emergency 911 services, including without limitation the emergency dialing service or access to emergency service personnel, or in the event such third-party data used to route the calls is incorrect or produces an erroneous result. Neither MarketSpark nor its officers, directors, members, shareholders, employees or authorized resellers may be held liable for any claim, damage or loss, and Customer hereby waives any and all such claims or causes of action arising from or related to, emergency 911 Services; provided, however, that this disclaimer will not apply to MarketSpark where such claims arose from MarketSpark's gross negligence, recklessness or willful misconduct. MarketSpark is not liable for errors or omissions in any information about Customer in any published directory. Customer agrees to be solely responsible for ensuring the accuracy of any information about Customer in any published directory.

10. **Confidentiality. "Confidential Information**" shall include, without limitation, knowledge about business formulas, products, processes, techniques, technology, research, services, trade secrets, inventions, copyrights, patents, patent applications, contracts, marketing materials and strategies, software programs, financial information, and all concepts, plans, proposals, or information about MarketSpark's current, future, and proposed business or any of MarketSpark's customers, whether or not such information would be enforceable as a trade secret. Confidential Information also includes proprietary or confidential information of any third party who may disclose information to MarketSpark in its course of business. Except as required by law, Customer will not, without prior written consent from MarketSpark, disclose to any individual or entity any such Confidential Information, and will use such information only as may be reasonably necessary as it pertains to these Terms. Confidential Information disclosed under these Terms shall be treated with the same degree of care (provided that such is at least a reasonable degree of care) to avoid disclosure to third parties as Customer would normally use to protect its own confidential or proprietary information.

11. **Maintenance**. MarketSpark may perform maintenance that may affect the availability or functionality of all or part of the Services. Except in emergencies, MarketSpark will endeavor to provide prior notice of maintenance windows. Any impact on the Services as a result of maintenance will not be deemed a breach of these Terms and will not entitle Customer to any credit, refund, or right to terminate any affected Service.

12. **Representations.** Customer represents to MarketSpark that Customer has the full right, power, and authority to purchase the Services and Customer's use of the Services shall be in accordance with these Terms.

13. General.

13.1. **Severability.** If any court should declare any one provision of these Terms to be invalid, then the other provisions will remain in effect.

13.2. **Survivability.** Any section of these Terms that may last after termination of these Services shall survive the termination of these Services.

APPENDIX

911 TERMS AND CONDITIONS

MarketSpark provides its 911 Services (defined below) subject to these 911 Terms and Conditions (the "911 Terms").

1. **911 Definitions.** For the purposes of these 911 Terms, the following terms will have the following meanings:
    1. "911 Call(s)" means any call made dialing the digits 9-1-1, regardless of whether such call is made using Basic 911, Enhanced 911, or a PSAP.
    2. "911 Services" means functionality that allows end-users to contact emergency services by dialing the digits 9-1-1.
    3. "Approved Uses" means the provision of Enhanced 911 and/or Basic 911 to (a) End Users who principally utilize such services at such End User's residence and occasionally at other locations; (b) End Users that are enterprises that use either an on-site or hosted Private Branch Exchange ("PBX") during customary business hours and should reasonably be expected to have reasonably customary 911 usage patterns due to the nature of such enterprise's business or operations; for clarity, the provision of Enhanced 911 service and/or Basic 911 service to enterprises that use either an on-site or hosted PBX but operate outside customary business hours, including, without limitation, assisted living facilities, nursing homes and other similar facilities, and to which Sections 1.c.vii and/or 1.d, below, do not apply; or should not reasonably be expected to have reasonably customary 911 usage patterns due to the nature of such enterprise's business or operations and do not constitute "Approved Uses"; (c) End Users that operate non-emergency call center(s) that should reasonably be expected to have only occasional use of 911 due to the nature of such call center's business or operations; for clarity, central station alarm and other

similar call centers that direct calls to emergency services do not constitute "Approved Uses"; and (d) End Users that operate call center(s) that support the deaf and/or hard of hearing community, which are more commonly known as "relay services."

4. "Basic 911" means the ability to route an emergency call to the designated entity authorized to receive such calls serving the Customer's Registered Emergency Address. With Basic 911, the 911 professional answering the phone will not have access to the End User's telephone number or emergency address information unless the End User provides such information verbally during the emergency call.
5. "E911 Authority" means a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services through the use of one TTN. For clarity, an E911 Authority may be an individual PSAP, or an entity responsible for the management and operation of multiple PSAPs within a given geographic area.
6. "End User" means the individual placing a 911 Call from a Customer's TTN (defined below).
7. "Enhanced 911" or "E911" means the ability to route an emergency call to the designated entity authorized to receive such calls serving the Customer's provided address and to deliver the Subscriber's telephone number and corresponding Registered Emergency Address or REA information automatically to the 911 professional answering the call.
8. "P-Asserted-Identity" means a header field used among trusted SIP entities (typically intermediaries) to carry the identity of the user sending a SIP message as it was verified by authentication.
9. "Private Branch Exchange" or "PBX" means a telephone system within an enterprise that switches calls between enterprise users on local lines while allowing all users to share a certain number of external phone lines.
10. "Public-Service Access Point" or "PSAP" means an answering location for 911 Calls originating in a given area. The E911 Authority may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency, medical, etc., or a common bureau serving a group of such entities.
11. "Registered Emergency Address" or "REA" means the physical address provided by the Customer to be used for E911 and Basic 911, which may be used to dispatch police, fire, emergency medical and other emergency response resources.
12. "SIP" means Session Initiation Protocol, which is the signaling protocol used between VoIP networks to establish, control and terminate voice calls.
13. "Subscriber" means an End User or telephone device assigned a TTN.
14. "TTN" or "MarketSpark Trunk Number" means a United States or Canada telephone number bought by the Customer from MarketSpark and assigned to a trunk for use with
    1. MarketSpark's elastic SIP trunking service.
15. "VoIP" means Voice over Internet Protocol.

2. **911 Service Description and Use of Service.**
    1. **E911 Services.** With E911, when an End User places a 911 Call, such call will typically be routed to the local PSAP that covers Customer's REA. In limited circumstances, as further described below in Section 1.c.ii, the 911 Call may be routed to a Regardless of which PSAP the 911 Call is routed to, if and only if the associate trunk is properly provisioned, the 911 professional will receive the (1) TTN associated with the 911 Call and (2) Customer's REA.
    2. **Basic 911**. With Basic 911, when an End User places a 911 Call, this call is always sent to the local PSAP serving the End User's physical location. 911 professionals answering 911 Calls from End Users will not automatically receive the associated TTN or REA because the PSAP to which the 911 Call was routed will not be equipped to receive, capture, or retain End User's assigned TTN or REA. Accordingly, End Users must provide both call-back and emergency address information to the 911 professionals. If the 911 Call is dropped or disconnected, or if the End User is unable to speak, then the 911 professional will not be able to call the End User back or dispatch emergency assistance to the End User's physical location. As additional local PSAPs are able to answer E911 calls, MarketSpark will upgrade Customer from Basic 911 to E911 service. MarketSpark is not obligated, however, to notify Customer of the upgrade. In limited circumstances, Customers equipped with Basic 911 may have their calls routed to a PSAP, as further described below.

Verizon Wireless offers this pricing utilizing the terms and conditions of the State of Florida ITN No. DMS-19/20-006 please contact your local Verizon Government Sales representative for additional information. ©Verizon2024.

3. **PSAP Service.** Certain TTNs will not have access to either Basic 911 or E911 services. If Customer has TTNs that do not have access to either E911 or Basic 911, 911 Calls will be routed to a PSAP. A 911 professional at the PSAP will ask for End User's name, telephone number, and location, and then transfer the End User to the appropriate local PSAP or otherwise determine the best way to provide emergency services to the End User. As with Basic 911, 911 professionals answering calls in a PSAP will not receive the End User's TTN or REA because PSAPs are not equipped to receive, capture or retain this information. Accordingly, the End User must provide this information to the 911 professional. Other reasons that an End User's 911 Calls may be sent to a PSAP is if (a) there is a problem validating the REA provided by Customer during provisioning, (b) Customer is located in an area that is not covered by the landline 911 network, or (c) Customer has Basic 911 or E911 service but these calls fail to complete and are routed to a PSAP for failover purposes.

3. Notwithstanding any term or condition of these 911 Terms to the contrary, Customer will only utilize MarketSpark's E911 and/or Basic 911 services pursuant to these 911 Terms for Approved Uses.
4. Customer will ensure that End Users do not block their TTN on a device they are using when placing a 911 Call and the TTN shall be made available in the From/P-Asserted-Identity SIP headers of the incoming SIP request.
5. Customer acknowledges and agrees that MarketSpark can only provide E911 call routing in territories where the PSAP or E911 Authority offers E911. All other 911 calls made by End Users successfully registered in MarketSpark's database will be routed using the ten-digit outbound trunks or a 911 professional.
6. Customer will provide MarketSpark with and keep current the correct and valid REA for each TTN for which the Customer desires 911 Services. The REA provided must include sufficient information to enable emergency responders to locate the End User and must comply with all Multi-line Telephone System ("MLTS") requirements applicable to Customer. For example, one MLTS requirement may be that for each End User and Subscriber located in a multi-floor building, Customer must include a floor or suite number as part of the REA. MARKETSPARK WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE, LIABILITIES, LOSSES, OR ANY OTHER CONSEQUENCES CAUSED BY CUSTOMER'S FAILURE TO KEEP ITS AND ITS END USERS' REA INFORMATION UPDATED. Customer will provide a TTN with every Subscriber and/or End User call presented to MarketSpark for processing. MarketSpark will have no obligation to provide 911 Services with respect to any Subscriber or End User call that does not include a TTN and will not be liable for any claims arising from any efforts undertaken by MarketSpark to provide 911 Services under such circumstances.
7. **Customer Obligations.** (i) Customer will be solely responsible for compliance with all applicable laws and/or other governmental requirements imposed or required by any state or other applicable governmental authority; and (ii) Customer will inform any party using (or any party that might use) the 911 Services of the difference between traditional 911 and VoIP 911 service in compliance with all applicable laws and/or other governmental requirements imposed or required by any governmental authority, including, without limitation, the Federal Communications Commission ("FCC"). For clarity, MarketSpark will not be responsible if 911 Service is unavailable due to loss of power; certain features may not be compatible with 911 service; and MarketSpark reserves the right to refuse provisioning or modification of features or service if such provisioning or modification adversely affects 911 service.
8. **Customer Testing.** Customer will be solely responsible to test the 911 Services after installation and periodically throughout the Term and will notify MarketSpark if Customer notes any issues at any time with the Service. Customer agrees to test 911 Services and share the results of such testing at the request of MarketSpark.
9. **Equipment; Connection; Customer's Responsibilities.** MarketSpark will not provide any equipment or any electronic tools, except as may be expressly set forth in writing and executed by Customer and MarketSpark. Customer must connect to MarketSpark's network in a manner and at locations determined by MarketSpark. Customer will, at Customer's sole cost and liability as between Customer and MarketSpark, be solely responsible for (i) providing and successfully installing any and all equipment, software and the like necessary for End Users to use any service offered or sold by Customer; and (ii) any and all support for any End User to which Customer offers or sells services.
10. **Charges and Rates.** If applicable, Customer shall pay an additional fee per TTN enabled to use the 911 Services ("911 Fee").
11. CUSTOMER ACKNOWLEDGES AND AGREES THAT MARKETSPARK'S EMERGENCY SERVICE IS INTERNET-BASED AND THAT INTERNET 911 SERVICES ARE DIFFERENT THAN THAT OF A TRADITIONAL WIRELINE SERVICE. CUSTOMER FURTHER

ACKNOWLEDGES THAT THE MARKETSPARK EMERGENCY SERVICE MAY NOT SUPPORT BASIC 911 OR E911 DIALING IN THE SAME MANNER AS A TRADITIONAL WIRELINE PHONE SERVICE. FOR BASIC 911 OR E911 TO BE ACCURATELY ROUTED TO THE APPROPRIATE EMERGENCY RESPONDER, THE CUSTOMER MUST PROVIDE THE REA FOR THE ASSOCIATED TTN.

12. CUSTOMER ACKNOWLEDGES AND AGREES TO INFORM END USERS OF THE POTENTIAL COMPLICATIONS ARISING FROM BASIC 911 OR E911 DIALING. SPECIFICALLY, CUSTOMER ACKNOWLEDGES AND AGREES TO INFORM ALL EMPLOYEES, GUESTS, AND OTHER THIRD PERSONS WHO MAY ALSO BE END USERS THAT BASIC 911 AND E911 SERVICES WILL NOT FUNCTION IF THERE IS A SERVICE FAILURE DUE TO ANY OF THE FOLLOWING CIRCUMSTANCES: (A) POWER FAILURE, (B) SUSPENDED OR TERMINATED BROADBAND SERVICE, (C) SUSPENSION OF SERVICES DUE TO BILLING ISSUES, (D) USE OF CERTAIN FEATURES WHICH ARE NOT COMPATIBLE WITH 911 SERVICES, AND/OR (E) ANY OTHER SERVICE OUTAGES NOT DESCRIBED HEREIN. MARKETSPARK RESERVES THE RIGHT TO REFUSE PROVISIONING OR MODIFICATION OF FEATURES OR SERVICE IF SUCH PROVISIONING OR MODIFICATION ADVERSELY AFFECTS THE 911 SERVICES.
13. CUSTOMER FURTHER ACKNOWLEDGES THAT FAILURE TO PROVIDE A CORRECT PHYSICAL ADDRESS IN THE REQUISITE FORMAT MAY CAUSE ALL BASIC 911 OR E911 CALLS TO BE ROUTED TO AN EMERGENCY SERVICE PROVIDER NOT LOCATED NEAR THE END USER. FURTHERMORE, CUSTOMER RECOGNIZES THAT USE OF THE 911 SERVICES FROM A LOCATION OTHER THAN THE LOCATION INDICATED IN THE REA MAY RESULT IN BASIC 911 OR E911 CALLS BEING ROUTED TO AN EMERGENCY SERVICE PROVIDER NOT LOCATED NEAR THE END USER.
14. CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER MARKETSPARK, ITS UNDERLYING CARRIER, AND ANY OTHER THIRD PARTIES INVOLVED IN THE ROUTING, HANDLING, DELIVERY OR ANSWERING OF 911 SERVICES OR IN RESPONDING TO 911 CALLS, NOR THEIR DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, OR AGENTS MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE, LOSS, FINE, PENALTY, OR
COST (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS) ARISING FROM OR RELATING TO THE PROVISION OF ALL TYPES OF EMERGENCY SERVICES TO CUSTOMER AND CUSTOMER HEREBY WAIVES ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION ARISING THEREFROM.
15. **E911 Limitation of Liability.** Customer agrees that MarketSpark, its affiliates, its authorized resellers, and their respective directors, officers, shareholders, employees, and agents will not be liable for any loss or damage sustained by Customer or ANY End Users due to any failure in or breakdown of the communication facilities associated with providing the 911 Services, or for any delay, interruption, or degradation of the Services whatsoever; provided, however, that MarketSpark remains liable for gross negligence or willful misconduct by MarketSpark, its directors, officers, shareholders, employees, and agents.
16. In no event will the liability of MarketSpark or its authorized resellers to Customer for any loss arising out of the 911 Services provided pursuant to these 911 Terms or any errors, interruptions, defects, failures or malfunctions of the 911 Services provided pursuant to these 911 Terms, including, without limitation, any and all equipment and data processing systems associated therewith, exceed an amount equal to the total Charges paid by Customer in the twelve (12) months preceding the claim. Customer waives any claim that these exclusions or limitations deprive it of an adequate remedy or cause these 911 Terms to fail of its essential purpose. Customer further acknowledges, understands and agrees that MarketSpark has no control over how a foreign administration or third-party carrier establishes its rules and conditions pertaining to international telecommunications service.

One Talk℠ and Message+ from Verizon – Government Terms of Service

One Talk from Verizon, together with its related devices, software and applications ("**Service**" or **"One Talk"**), is a commercially available
business telephone solution that brings together the functions of office phones and mobile devices (smartphones and tablets) into a unified system, with all devices sharing the same communication features. (See https://www.verizonwireless.com/support/one-talk-features/ for a listing of features currently available with the Service.)
The following terms of service apply to the One Talk Service. "Customer" means the eligible entity

purchasing the One Talk service under the Contract along with any Customer end users using the Service.

Customer Agreement. Customer's use of the Service is subject to all Contract terms. This applies regardless of whether the end user device is on the Customer's account or paid for by the end user (e.g. a Bring Your Own Device arrangement between Customer and end user).

How the Service Works. For the Service to work on wireless devices, Customer must select the line on your agency's profile to which you wish to add the One Talk feature. Each One Talk phone number can be shared between devices with the following limits: (a) up to five smartphones and/or tablets using the One Talk Mobile App or Microsoft® Windows® and/or Apple® Mac® computers using the One Talk Desktop App, a single LTE Desk phone and a single standard desk phone or (b) up to five smartphones and/or tablets using the One Talk Mobile App or Microsoft® Windows® and/or Apple® Mac® computers using the One Talk Desktop App, two standard desk phones and a single smartphone using One Talk. You may only make voice and/or video calls with up to three (3) devices per One Talk phone number at the same time. The Service is not compatible with all price plans and desk phones are not available under all contracts. Check with your sales representative for plan compatibility with the Service and the availability of desk phones under the Contract.

Customer is solely responsible for managing its end user access to the One Talk Service, management of end user devices and management of information transmitted via the Service. Addition of devices and associated Service features is managed and administered by the Customer through Verizon Wireless' web portal.

A. One Talk Components

One Talk Dialers. If available, the One Talk Dialers (Basic, Enhanced, and Native) add various business features to a compatible device's native dialer, which on a compatible smartphones (see https://www.verizonwireless.com/support/compatible-one-talk-devices/ for a current list of supported devices.) With One Talk in Dialer mode, Customer's One Talk phone number will be the same as its Verizon Wireless phone number. Customer can obtain access to One Talk features by dialing numeric codes. Other devices that you select will share the same One Talk phone number.

One Talk Mobile App. The One Talk Mobile App is available for smartphone and tablets either from the Google PlayTM Store for devices with AndroidTM 6.0 or higher or from the Apple® App Store for devices with iOS 10.0 or higher. To use the Service, Customer must add a One Talk phone number to the Mobile App and end users must use the Mobile App to make voice and video calls and to send and receive messages. You can also obtain access to One Talk features through the Mobile App. With the Mobile App, the device will have two phone numbers – one for its original native dialer (if available), and the other for the One Talk number. Other associated devices will share the same One Talk number.

Users may install the One Talk Mobile App on a compatible device, including devices receiving service from other carriers. In such circumstances, One Talk phone numbers must be added to their devices, and the users will be Verizon Wireless subscribers for purposes of the Service only, even if they continue to use a different carrier for their original mobile telephone numbers. In order to use messaging through the One Talk Mobile App, the customer also must add the Message + App.

Message+ App. The Message+ App provides an integrated and customized messaging experience across an end user's mobile phone, tablet, PC, and other devices, and an integrated calling experience across a user's mobile phone and tablet. (Note that integrated calling is not part of the One Talk Service.) An end user can also send group, location and other multimedia messages ("MMS") in addition to traditional text messages. The Message+ App includes an Integrated Messaging feature that lets users send and receive text and multimedia messages on an end user's smartphone, tablet, computer or the web using a user's Verizon One Talk mobile telephone number. The service syncs up to 90 days of messages across an end user's devices.

One Talk Desk Phones. Each One Talk Desk Phone is a device that must be approved by and purchased from Verizon Wireless. At your location, you will need separate AC power and connectivity (e.g., through cellular service, broadband service, Ethernet or Wi-Fi). Check with your Verizon Wireless sales representative for the availability of desk phones under the Contract.

Auto Receptionist: Hunt Group. In order to utilize either of these features, Customer must activate a new Verizon Wireless line or port in a line from another carrier. The settings for the line must be configured using the One Talk section of the My Business web portal.

B. Charges

For each One Talk line, you will be charged a monthly recurring fee for the Service, in addition to the charges for data, voice, and messaging based on your service plan. Charges for international use may apply. You may be assessed additional 911 surcharges if required by law, for up to a maximum of three devices on each mobile phone number during the applicable billing cycle.

Desk Phones. Voice and video calls to and from One Talk desk phones will consume data on your existing broadband, cellular, or Wi-Fi connection.

The following applies if you use the VZW network to connect to the Service:

One Talk Dialers (Basic, Enhanced, and Native)**.** Adding the One Talk feature to a smartphone does not consume any data. If you have a device that supports video calling, the voice portion will be billed as

minutes of use and the video portion will be billed as data. Voice calls will be billed as minutes of use only.
One Talk Mobile App. Your download of the One Talk Mobile App will consume approximately 30 MB of data. Your use of the Service (including your download of the One Talk Mobile App) will be billed as data.
One Talk Desktop App. Your download of the One Talk Desktop App will consume approximately 110 MB of data. Voice and video calls to and from the One Talk Desktop App will consume data on your existing broadband connection.
Desk Phones. Voice and video calls to and from One Talk desk phones will consume data on your existing broadband connection. **Auto Receptionist; Hunt Group.** You will be charged a monthly recurring fee for each Auto Receptionist and Hunt Group line in your company's profile.
Integrated Calling Charges (Message+). Integrated Calling does not have a separate monthly service fee, but data usage charges will be incurred in accordance with Customer's service plan. If a call is transferred among connected devices, each transfer will be billed as a separate call. Also, depending on the service address, Customer may be assessed an additional 911 charge if required by law. Any call made from a tablet to a U.S. number will be treated as a domestic call, no matter where the call originates. Any call made from a tablet to a non-U.S. number will be treated as an international long distance call that originates in the U.S., which is subject to U.S. taxes, fees and Verizon surcharges, no matter where the call actually originates. These calls will be billed in accordance with Customer's international calling plan and/or international Contract rates.
Emergency 911 Calls. End users can make a 911 call over a Wi-Fi connection when using the Service, but whenever possible, end users should avoid doing so because 911 calls over a WiFi connection will not work if there is a failure of your broadband connection or electrical power, or if the 911 system doesn't recognize the address. In addition, when using a One Talk desk phone, voice functionality (including the ability to make and receive 911 calls) will not be available during a power outage, connection failure or other service disruption. Before any desk phone can be activated or the Service can be activated on any device, Customer must enter the U.S. address where Customer wants emergency services to be sent if end users call 911. It is not necessary to use the same address for all devices. It is very important that Customer updates its 911 address whenever Customer changes its location for any of these devices because this is the location that will be given to emergency services when end users dial 911. End users can go to their mobile device's Settings and change their 911 address at any time. Customer can change the 911 address for a desk phone on the One Talk section of the My Business web portal. Note: With a device using the One Talk Mobile App or the One Talk Desktop app, emergency services will use the 911 address you entered only if you use Wi-Fi to make the 911 call; otherwise, your device's built-in capabilities will provide the location of your device.
Integrated Messaging Text Message Feature. To send and receive SMS messages, Mobile devices associated with either One Talk Basic Dialer (if available) or One Talk Mobile App must download the Message+ App to the device. The Integrated Messaging functionality of Message+ enables you to synchronize messages across multiple devices, including smartphones, tablets and the web. Text messages sent and received while using the Service are separate from the native texting app (dual numbers) and are only temporarily retained on the One Talk message platform in the cloud. End users with access to the Service on a Smartphone or the Mobile Client can retrieve/download any text message sent or received using the Service.
HIPAA. Integrated Messaging is not designed for secure transmission or storage of personal healthcare information. Therefore, Customer agrees not to use Service to store or transmit Protected Health Information (PHI) as defined in the Health Insurance Portability & Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act of 2009 and accompanying regulations (collectively "HIPAA"). Covered Entities and Business Associates (as defined by HIPAA) will not use Integrated Messaging to store or transmit PHI. Customers that do not want its end users to

save messages to the cloud (including all Covered Entities and Business Associates, as defined by HIPAA), must have an authorized representative block Integrated Messaging. For further information, go to https://web.vma.vzw.com/BusinessProduct. To learn more about HIPAA, go to: http://www.hhs.gov/ocr/privacy/hipaa/understanding/index.html.

Third Party Products

A. General. If Customer uses any third party products or applications with One Talk, you authorize us to share information with third parties that is necessary for these services to operate. Some information from those third party products or applications may be transmitted into your account with us if you authorize such transmissions (Third Party Account Information) and any such Third Party Account Information transmitted to our applications or services will then be covered by our Privacy Policy. You may opt not to disclose such information to us from third party products or applications, but keep in mind some information may be needed in order for you to take advantage of some or all of the applications' or products' intended features.

B. Google Services. When you provide Google Account credentials to sign into Google services or applications, Verizon will not use any Third Party Account Information in any way except to present it to the user. VZW will retain the minimal amount of information necessary in log files for 30 days to troubleshoot any reported issues with the application. Verizon will not have access to any email content. Use or transfer of any Third Party Account Information received from Google accounts will adhere to the Google API Services User Data Policy, including Limited Use Requirements.

C. Disclaimer. With respect to all third party products and applications, you agree that: (1) We disclaim all warranties, express or implied,

(2) We are not responsible and shall have no liability for such products or applications, and (3) you are solely responsible and liable for your use of such products and applications.

Service Limitations. The Service is not compatible with fax machines, credit card machines or certain security systems. Your Verizon Wireless representative can suggest other possible solutions for some of these functions. Please check with your provider to confirm the compatibility requirements of your security system.

Important Service Disclosures. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SERVICE IS IMPLEMENTED WITHOUT SPECIFIC CONTROLS THAT MAY GENERALLY BE REQUIRED OR CUSTOMARY FOR CUSTOMERS IN ANY PARTICULAR INDUSTRY AND ARE NOT DESIGNED TO SATISFY ANY SPECIFIC LEGAL OBLIGATIONS. CUSTOMER IS SOLELY RESPONSIBLE FOR DETERMINING THAT THE SERVICE SATISFIES ANY LEGAL, REGULATORY OR CONTRACTUAL OBLIGATIONS CUSTOMER MAY HAVE. CUSTOMER AGREES TO USE THE SERVICES IN ACCORDANCE WITH ALL APPLICABLE LAWS AND NOT TO USE THE SERVICES IN ANY MANNER THAT MAY IMPOSE LEGAL, REGULATORY OR CONTRACTUAL OBLIGATIONS ON VERIZON WIRELESS, OTHER THAN THOSE WITH WHICH WE HAVE EXPRESSLY AGREED TO COMPLY IN THIS ADDENDUM.

CUSTOMER IS ON NOTICE THAT ANY TEXT MESSAGES DELIVERED TO A DEVICE USING THE SERVICE WILL REMAIN ON THAT DEVICE, EVEN AFTER THE MESSAGING FEATURE IS REMOVED OR END USER IS DEREGISTERED AND NO LONGER HAS ACCESS TO THE SERVICE. END USERS CONTROL THE DELETION OF MESSAGES RECEIVED ON THEIR DEVICES.

Software. In connection with the Service, Verizon Wireless will provide software that is owned by us, our affiliates or third-party licensors ("**Software**"). Verizon Wireless may update the Software from time to time and Customer and/or end user failure to install any update may affect Customer's Service and/or use of the Software. Customer may use the Software only as part of, or for use with, the Service as authorized in this Addendum. Verizon Wireless grants Customer a limited, non-exclusive, non- transferable license to use the Service and the Software solely as authorized in this Addendum. All rights regarding use of the Service and Software not expressly granted in this Addendum are reserved by Verizon Wireless and/or any third-party licensors. The Software contains some programming,

scripts, tools, modules, libraries, components, or other items that were developed using "Open Source" code; which are available for download at www.verizon.com/opensource.
Software was developed solely at private expense, and Customer has no other rights in software than those set forth herein. As such, customer may not adapt, alter, modify, reverse engineer, de-compile, disassemble, translate, attempt to derive source code from or create derivative works of the Service or Software, or otherwise tamper with or modify any security features or other Service components for any reason (or allow or help anyone else to do so). Customer also agrees to follow all rules and policies applicable to the Service, including the installation of required or automated updates, modifications and/or reinstallations of Software and obtaining available patches to address security, interoperability and/or performance issues.
Disclaimer of Warranty. THE SERVICE AND SOFTWARE ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND BY EITHER VERIZON WIRELESS, OUR AFFILIATES, OFFICERS, EMPLOYEES, LICENSORS, CONTRACTORS, AND AGENTS (TOGETHER, THE "VERIZON PARTIES"), INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE VERIZON PARTIES AND ANY THIRD PARTY MOBILE APPLICATION STORE OPERATORS FROM WHICH YOU DOWNLOAD THE ONE TALK MOBILE APP WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSSES OR DAMAGES OF ANY KIND OR ANY SECURITY ISSUES THAT MAY RESULT FROM YOUR USE OF THE SERVICE. NO ADVICE OR INFORMATION GIVEN BY THE VERIZON PARTIES SHALL CREATE ANY WARRANTY HEREUNDER.

One Talk from Verizon Terms & Conditions

One Talk from Verizon Terms & Conditions
One Talk from Verizon, together with its related devices, software and applications ("**Service**" or "**One Talk**" or "**One Talk Standard**"), is a business telephone solution that brings together the functions of desk phones and mobile devices (smartphones and tablets) into a unified system, with all devices sharing the same communication features (see https://www.verizon.com/support/one-talk-features/ for a listing of features available with the Service). Before you start using the Service, we want you to know some important things.

This Addendum modifies the contract (the **"Agreement"**) between you as our Customer ("**You**") and Verizon Wireless ("**VZW**", "**We**" or "**Us**") under which you purchase cellular service. It sets forth the terms and conditions under which you agree to use and we agree to provide the Service. By using the Service, you accept these Terms and Conditions, which may be modified by us from time to time. By continuing to use the Service after we have notified you of changes, you agree to accept those changes.

1. Customer Agreement

Your use of the Service is subject to all of the terms in your Agreement, whether the Service is paid for by a business customer or by an end user.

2. Term

Notwithstanding any provisions to the contrary regarding service or term commitments in any other part of this Agreement, the following provision governs the use of the Service. When One Talk is activated, service for each line will be on a month-to-month basis, unless You elect an optional one or two-year contract for desk phone hardware only (for which early termination fees may apply). If You choose month-to-month service, You may terminate the Service for any line upon thirty (30) days prior written notice, without penalty.

3. How the Service Works

For the Service to work, you must select the lines on your company's profile to which you wish to add the One Talk feature. Each One Talk phone number can be shared between devices with the following limits: (a) up to five smartphones and/or tablets using the One Talk Mobile App or Microsoft® Windows® and/or Apple® Mac® computers using the One Talk Desktop App, a single LTE Desk phone and a single standard desk phone or (b) up to five smartphones and/or tablets using the One Talk Mobile App or Microsoft Windows and/or Apple Mac computers using the One Talk Desktop App, two standard desk phones and a single smartphone using One Talk in Native Dialer or Enhanced Dialer mode. You may only make voice and/or video calls with up to three devices per One Talk phone number at the same time.

4. One Talk Available Options

Auto Receptionist. An automated Receptionist (AR) is a telephony system that transfers incoming calls to various extensions as specified by callers, without the intervention of a human operator. The settings for the line must be configured using the One Talk admin portal. You will be charged a monthly recurring fee for each Auto Receptionist line in your company's profile.

Hunt Group. Hunt Group is a set of connections and rules that route incoming calls to a group of users until someone is available or all users have been tried. If a call is routed through the Hunt Group and every user is busy, the call is then routed to a designated phone number. The settings for the line must be configured using the One Talk admin portal. You are eligible to activate a Hunt Group within your Enterprise Customer Profile Database (ECPD) profile if you have activated at least one One Talk line on a Smartphone, Desk Phone or Mobile App. You will not be charged a monthly recurring fee for any Hunt Group lines in your company's profile.

One Talk Call Queue. One Talk Call Queue allows callers to be virtually put on hold when all the call queue agents are busy, and once an agent becomes available, the call is released from the queue to the available agent. You must add the Call Queue Agent feature to each recipient line that will receive calls from the call queue. A Call Queue Agent is a designated person employed by your business who will receive the calls routed to them by Call Queue. You will be charged a monthly recurring fee for each Call Queue line and Call Queue Agent in your company's profile. The call queue settings must be configured in the One Talk admin portal.

One Talk Native Dialer and Enhanced Dialers. The One Talk Native Dialer and Enhanced Dialers add various business features to the native dialer on a compatible smartphone (see https://www.verizon.com/support/compatible-one-talk-devices/ for a current list of supported devices). With One Talk in Native Dialer or Enhanced Dialer mode, your One Talk phone number will be the same as your VZW phone number. You can obtain access to One Talk features by dialing numeric codes. Other devices that you select will share the same One Talk phone number.

One Talk Desk Phones. Each One Talk Desk Phone is a device that must be approved by and purchased from Verizon. At your location, you will need separate AC power and connectivity (e.g., through cellular service, broadband service, Ethernet or Wi-Fi).

One Talk Desktop App. The One Talk Desktop App is available for Microsoft Windows computers and Apple Mac computers. Please see the One Talk Supported Device List for minimum software requirements, located here https://www.verizon.com/support/compatible-one-talk-devices/. To use the Service, you must add a One Talk phone number to the Desktop App, and you must use the Desktop App to make voice and video calls and to send and receive messages. You can also obtain access to One Talk features through the Desktop App.

One Talk Mobile App. The One Talk Mobile App is available for smartphones and tablets via the Google Play™ Store or from the Apple App Store®. Please see the One Talk Supported Device List for minimum software requirements located here https://www.verizon.com/support/compatible-one-talk-devices/. To use the Service, you must add a One Talk phone number to the Mobile App, and you must use the Mobile App to make voice and video calls and to send and receive messages. You can also obtain access to One Talk features through the Mobile App. With the Mobile App, your device will have two phone numbers – one for its original native dialer and the other for the One Talk number. Other associated devices will share the same One Talk phone number. Users may install the One Talk Mobile App on any compatible device, including devices receiving service from other carriers. In such circumstances, One Talk phone numbers must be added to their devices, and the users will be VZW subscribers for purposes of the Service only, even if they continue to use a different carrier for their original mobile telephone numbers.

Premium Visual Voicemail. Premium Visual Voicemail is direct-access voicemail with a visual interface. Such an interface presents a list of messages for playback, as opposed to the sequential listening required using traditional voicemail, and includes a transcript of each message.

5. Charges

For each One Talk line activated in any of the available One Talk Service, Verizon will charge a monthly fee (Monthly Recurring Fee) for the Service, and either your wireless carrier or your broadband provider will bill data, voice, and messaging charges based on your existing service plan.

The One Talk monthly recurring fee charged to a customer is based on volume tiered pricing and only applies to paid One Talk lines of service:

- Smartphone with One Talk service
- One Talk Desk Phone (primary device)
- One Talk App (primary device) (mobile/desktop client)
- One Talk Auto Receptionist
- One Talk Call Queue

Volume tiered pricing is based on 4 volume tiers:

- 1 - 9 paid One Talk lines
- 10 - 24 paid One Talk lines

- 25 - 99 paid One Talk lines
- 100+ paid One Talk lines

Active lines at the end of each bill cycle for all accounts under the customer's business profile with Verizon will aggregate together to determine the volume pricing tier.

Charges for international use may apply. You may be assessed additional 911 surcharges if required by law, for up to a maximum of three devices on each One Talk phone number during the applicable billing cycle.

One Talk Native Dialer and Enhanced Dialer. If you are using a device on the VZW network and the device supports video calling, the voice portion of the video call will be billed as minutes of use and the video portion will be billed as data under your existing mobile service plan. If you are using a device on Wi-Fi and the device supports video calling, the voice and data portions of the video call will only be billed as data under your broadband plan. Voice calls will be billed as minutes of use only. Adding One Talk Native Dialer and Enhanced Dialer can be done in two ways:

- Add One Talk to your existing corporate liable Verizon Wireless smartphone plan, in which case your One Talk number will be the same as your current number on that plan.
- Add the One Talk eSIM Unlimited Voice and Text plan for Native and Enhanced Dialer to your dual SIM capable smartphone that is compatible with the Verizon network. This provides a secondary line of service with its own One Talk number. The One Talk eSIM plan includes unlimited talk and text in the United States, Mexico and Canada. If more than 50% of your total talk and text in a 60-day period is in Canada or Mexico, use of those services in those countries may be removed or limited. This plan does not include data. If you intend to use data on this smartphone line, you must have a data plan on your first line of service. Month-to-month agreement required. Verizon feature functionality may be limited if the smartphone was not purchased from Verizon. For more information about dual sim capable smartphones, visit https://www.verizon.com/support/dual-sim-with-esim-faqs/.

One Talk Mobile App. Your use of the Service (including your download of the One Talk Mobile App) will be billed as data under either the mobile service plan for the applicable device or by your Wi-Fi broadband provider.

One Talk Desktop App. Voice and video calls to and from the One Talk Desktop App will consume data on your existing broadband connection.

Desk Phones. Voice and video calls to and from One Talk Desk Phones may consume data from your existing connectivity provider. Any charges related to such use will depend on the costs associated with your connection (whether broadband, cellular, or otherwise). Customers who elect a one or two-year commitment must pay an Early Termination Fee (ETF) when disconnecting service prior to the end of the service term. The amount due is based on the length of time left on the service contract. The ETF is calculated based on the contract effective date and disconnect date.

Virtual Devices. For virtual devices including Auto Receptionist, Hunt Group and Call Queue, there are no data charges associated with the use of these lines.

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Integrated Messaging Text Message Feature. The Integrated Messaging feature enables the messaging service for the One Talk mobile application. This allows the user to send and receive messages within the One Talk app, and allows those messages to be synchronized across up to five
(5) One Talk apps that share the same One Talk number

- **HIPAA**. Integrated Messaging is not designed for secure transmission or storage of personal healthcare information. Therefore, Customer agrees not to use Service to store or transmit Protected Health Information (PHI) as defined in the Health Insurance Portability & Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act of 2009 and accompanying regulations (collectively "HIPAA"). Covered Entities and Business Associates (as defined by HIPAA) will not use Integrated Messaging to store or transmit PHI. Customers that do not want its end users to save messages to the cloud (including all Covered Entities and Business Associates, as defined by HIPAA), must have an authorized representative block Integrated Messaging. For further information, go to https://web.vma.vzw.com/BusinessProduct. To learn more about HIPAA, go to: http://www.hhs.gov/ocr/privacy/hipaa/understanding/index.html.

6. Emergency 911 Calls

Emergency calls to 911 can be placed without dialing a prefix. 911 calls are routed to the local emergency response center based on the 911 address information associated with the user. If it can't be routed directly to the local emergency response center, the 911 call will be routed to the national emergency response center. 911 address information for a user is assigned in the following ways:

- Desk Phones: The company's admin that is responsible for the One Talk service can edit/modify the 911 address associated with the user's desk phone within the One Talk portal. Within the One Talk portal, a valid street address, city, state, and zip code can be entered along with additional address information, i.e. suite, apartment, room numbers.
- Smartphone Mobile Client: The One Talk mobile client requires the user to place the 911 call through the user's smartphone device vs. using the mobile client. If the user tries to place the 911 call via the One Talk client, it will redirect the call via to the smartphone native phone application
- Tablet Mobile Client: The One Talk mobile client requires the user to enter a valid 911 address when setting up the mobile client. The user is prompted to confirm the 911 address when a change in location has been detected.
- PC/MAC Desktop Client: The One Talk desktop client requires the user to enter a valid 911 address when setting up the desktop client. The user is prompted to confirm the 911 address when a change in the location has been detected.
- Native Dialer Smartphone: 911 calls when using a native dialer smartphone use the e911 service within the wireless network. E911 compliance FAQs

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You can make a 911 call over a Wi-Fi or Ethernet connection when using the service; however, calls over a Wi-Fi or Ethernet connection will not work if there is a failure of your connection, electrical power, or the 911 system does not recognize your address. If you have a power or connectivity loss, an alternate method for contacting 911 may be needed. Before any One Talk Desk Phone can be activated or the Service can be activated on any device, you must enter the U.S. address where you want emergency services to be sent if you call 911. It is not necessary to use the same address for all devices. It is very important that you update your 911 address whenever you change your location for any of these devices, because this is the location that will be given to emergency services when you dial 911. You can go to your Mobile App Settings and or One Talk Desktop App settings and change your 911 address at any time, or change the 911 address for a One Talk Desk Phone on the web portal.

7. Privacy

We may use information about your use of the Service in accordance with the Verizon Privacy Policy.

8. Confidentiality

You agree that any information (e.g., IP sourcing data) that is shared with you in configuring One Talk will remain our Confidential Information.

9. Third Party Products

A. General. If Customer uses any third party products or applications with One Talk, you authorize us to share information with third parties that is necessary for these services to operate. Some information from those third party products or applications may be transmitted into your account with us if you authorize such transmissions (Third Party Account Information) and any such Third Party Account Information transmitted to our applications or services will then be covered by our Privacy Policy. You may opt not to disclose such information to us from third party products or applications, but keep in mind some information may be needed in order for you to take advantage of some or all of the applications' or products' intended features.

B. Google Services. When you provide Google Account credentials to sign into Google services or applications, Verizon will not use any Third Party Account Information in any way except to present it to the user. VZW will retain the minimal amount of information necessary in log files for 30 days to troubleshoot any reported issues with the application. Verizon will not have access to any email content, use or transfer of any Third Party Account Information received from Google accounts will adhere to the Google API Services User Data Policy, including Limited Use Requirements.

C. Disclaimer. With respect to all third party products and applications, you agree that: (1) We disclaim all warranties, express or implied, (2) We are not responsible and shall have no liability for such products or applications, and (3) you are solely responsible and liable for your use of such products and applications.

10. Service Limitations

The Service is not compatible with certain devices, including fax machines, credit card machines or certain security systems. Your VZW representative can suggest other possible solutions for some of these functions. Please check with your provider to confirm the compatibility requirements of your security system.

11. Important Service Disclosures

YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE IS IMPLEMENTED WITHOUT SPECIFIC CONTROLS THAT MAY GENERALLY BE REQUIRED OR CUSTOMARY FOR CUSTOMERS IN ANY PARTICULAR INDUSTRY AND ARE NOT DESIGNED TO SATISFY ANY SPECIFIC LEGAL OBLIGATIONS. YOU ARE SOLELY RESPONSIBLE FOR DETERMINING THAT THE SERVICE SATISFIES ANY LEGAL, REGULATORY OR CONTRACTUAL OBLIGATIONS YOU MAY HAVE. YOU AGREE TO USE THE SERVICE IN ACCORDANCE WITH ALL APPLICABLE LAWS AND NOT TO USE THE SERVICE IN ANY MANNER THAT MAY IMPOSE LEGAL, REGULATORY OR CONTRACTUAL OBLIGATIONS ON US, OTHER THAN THOSE WITH WHICH WE HAVE EXPRESSLY AGREED TO COMPLY IN THIS ADDENDUM.

12. Software

In connection with the Service, we will provide software that is owned by us, our affiliates or third-party licensors ("**Software**"). We may update the Software from time to time and your failure to install any update may affect your Service and/or use of the Software. You may use the Software only as part of, or for use with, the Service as authorized in this Addendum.

We grant you a limited, non-exclusive, non-transferable license to use the Service and the Software solely as authorized in this Addendum. All rights regarding use of the Service and Software not expressly granted in this Addendum are reserved by us and/or any third-party licensors. The Software contains some programming, scripts, tools, modules, libraries, components, or other items that were developed using "Open Source" code, which are available for download at www.verizon.com/opensource.

You may not adapt, alter, modify, reverse engineer, de-compile, disassemble, translate, attempt to

derive source code from or create derivative works of the Service or Software, or otherwise tamper with or modify any security features or other Service components for any reason (or allow or help anyone else to do so). You also agree to follow all rules and policies applicable to the Service, including the installation of required or automated updates, modifications and/or reinstallations of Software and obtaining available patches to address security, interoperability and/or performance issues.

13. Disclaimer of Warranty

THE SERVICE, THIRD PARTY PRODUCTS AND SOFTWARE ARE PROVIDED "**AS IS**" AND "**AS AVAILABLE**" WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND BY EITHER US, OUR AFFILIATES, OFFICERS, EMPLOYEES, LICENSORS, CONTRACTORS, AND AGENTS (TOGETHER, THE "**VERIZON PARTIES**"), INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON- INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE VERIZON PARTIES AND ANY THIRD PARTY MOBILE APPLICATION STORE OPERATORS FROM WHICH YOU DOWNLOAD THE ONE TALK MOBILE APP OR THIRD PARTY PRODUCTS WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSSES OR DAMAGES OF ANY KIND OR ANY SECURITY ISSUES THAT MAY RESULT FROM YOUR USE OF THE SERVICE. NO ADVICE OR INFORMATION GIVEN BY THE VERIZON PARTIES SHALL CREATE ANY WARRANTY HEREUNDER.

Updated: September 2024

VCF Services – Terms and Conditions

These terms and conditions ("Terms and Conditions") govern the purchase and use by a purchasing entity ("**Customer**" or "**You**") of the Reveal products and services offered through Verizon Connect Fleet USA LLC ("**VCF**"), as more specifically described in these Terms and Conditions. By purchasing the products and services you agree to the following terms, which control in the event of a conflict with any other terms concerning the subject matter of these Terms and Conditions.

DATA AND SERVICES OFFSHORING NOTICE AND CONSENT. Although Customer data is stored within the United States, certain VCF Services may be performed and data may be processed, collected, developed, analyzed, or otherwise handled under the services by persons or entities located or working outside U.S. boundaries as permitted at section 9.1 of the Florida State Contract (No. DMS-19/20-006C). BY PLACING AN ORDER FOR THIS **SERVICE, CUSTOMER ACKNOWLEDGES AND REPRESENTS THAT IT IS AUTHORIZED TO AND PROVIDES CONSENT TO RECEIVE OFFSHORE SUPPORT,** which consent includes a waiver to any applicable offshoring restrictions, on behalf of all users of the products and services purchased by Customer.

CANCELLATION POLICY. Customer may terminate an Order or Subscription, as those terms are defined herein, for its convenience on thirty (30) days' advance written notice to VCF.

1. **DEFINITIONS**

1.1. **Confidential Information**: Any non-public or proprietary information of a party (the "Disclosing Party") which is obtained by the other party (the "Receiving Party") in the performance hereunder, including information which is disclosed on an Order, or in connection with the provision to, and use by, Customer of VCF Services, whether disclosed in oral, written, graphic, or electronic form or any other form. Confidential Information does not include any information that: (a) the Receiving Party can prove was known prior disclosure by the Disclosing Party; (b) is independently developed by the Receiving Party without reference to the Confidential Information; (c) is received from a third party without obligations of confidence owed directly or indirectly to the Disclosing Party; or (d) is or becomes part of the public domain through no fault or action of the Receiving Party.

1.2. **Devices**: The physical equipment designated on an Order.

1.3. **Fees:** The purchase price for Devices and accessories, Installation Services fees for Devices, the fees for VCF Services, and any other fees owed by Customer under an Order and hereunder.

1.4. **Installation Services:** Device installation services in accordance with Section 4 below, including: (i) the installation of Devices and corresponding accessories into Customer Vehicles; and (ii) the provision of cable wiring and other minor ancillary parts required to install the purchased Devices.

1.5. **Non-powered Asset Vehicle Tracking Units:** Tracking units for Vehicles that do not have their own power sources, such as flatbeds, generators, pumps, dumpsters, containers, lifts, and tanks.

1.6. **Order or Purchase Order:** An order for VCF Services.

1.7. **Service Partners:** The companies that VCF may work with to provide the VCF Solutions.

1.8. **Service Term**: The period during which Customer is entitled to use the VCF Solutions under an Order.

1.9. **Third Party Services**: The services that Customer may elect to receive directly from a third party. Additional terms and conditions between such third party and Customer may apply.

1.10. **VCF Services**: The VCF subscription services and software applications specified on an Order, including any associated VCF Software, Devices, and documentation.

1.11. **VCF Software**: The online software applications provided as part of the VCF Services, together with any other software provided in connection with the VCF Services.

1.12 **VCF Solutions**: The Devices, accessories and services offered under these Terms and Conditions (collectively, "**VCF Solutions**")

1.13. **VCF Subscription or Subscription**: A subscription to the VCF Services, also referred to as a "unit."

1.14. **VCF Website:** The VCF website currently located at www.verizonconnect.com.

1.15. **Vehicle:** An on-road vehicle, off-road vehicle and/or stationary or movable equipment owned or under the control of Customer, which is equipped (or will be equipped) with a Device.

2. INTELLECTUAL PROPERTY RIGHTS AND LICENSES

2.1. **General**. Except as explicitly set forth in these Terms and Conditions, all rights, title, and interest in and to the VCF Services (other than Devices and hardware accessories purchased by Customer) and, upon its creation, all other proprietary rights therein, including in any derivative work, shall at all times remain with VCF, its affiliates, and/or its suppliers. The Customer is only granted those rights expressly stated in these Terms and Conditions, with all other rights reserved by VCF or its licensors and suppliers. Customer will not delete or alter the copyright, trademark, and other proprietary rights notices appearing on the Devices or VCF Services. Except to the extent expressly permitted under these Terms and Conditions, the Customer shall not attempt to copy, modify, adapt, duplicate, create derivative works from, republish, download, display, transmit, reverse compile, disassemble, reverse engineer, or otherwise reduce to human-perceivable form or distribute all or any portion of the Services, Software, or Equipment, and/or associated documentation, in any form or media and by any means, or permit or assist any third party to do so.

2.2. **LICENSE**. During the Service Term, Customer will have a non-exclusive, non-transferable, non-sublicensable, limited license to (i) access and use the VCF Services as specified herein and on any Order, subject further to any underlying third party license for any component of VCF Services; and (ii) download, print, copy, and use any documentation as reasonably necessary for its internal, in-house use related to the rights granted under subsection (i) of this Section 2.2.

3. API DATA SERVICES

Certain Services which are offered hereunder may facilitate the sharing of the data collected by the VCF Services with third parties and/or third party applications (collectively, "**API Data Services**"). If Customer requests API Data Services, the following terms will also apply:

3.1. To enable VCF and its affiliates to provide the API Data Services requested by Customer, Customer authorizes VCF and its affiliates to grant the individual(s) and/or organizations selected by Customer (each, a "Third Party") access to data from Customer's subscription services account and related information therein. Customer acknowledges that the data access granted to the Third Party via the API Data Services is being undertaken solely at the direction and for the convenience of Customer. With respect to each specific API Data Service the Third Party requested by Customer provides, this authorization remains in effect until Customer cancels such API Data Services in writing.

3.2. Customer acknowledges and agrees that Customer is responsible for protecting and securing all usernames and passwords from unauthorized use, including use by the Third Party or by any other person/organization to whom Customer grants access (whether directly or through the API Data Services). Customer agrees that access by or to the Third Party or any other person/organization to whom Customer provides or allows access, directly or indirectly, is at Customer's sole risk and expense.

3.3. Customer agrees to comply with all data protection laws and regulations, including the California Consumer Privacy Act (CCPA) where applicable. Customer represents and warrants that it has secured all necessary consents from end users in order to grant the access to Third Parties described herein.

4. INSTALLATION

4.1. **Installation Services:** Where requested in an Order, VCF will perform Installation Services either directly or through a Service Partner, at a mutually agreed-upon time and location. Non-powered Asset Vehicle Tracking Units that are part of a VCF Solution require Self-Install (as described below). VCF or its Service Partners will install Devices in Vehicles at a mutually agreed location. Prior to performance of Installation Services, Customer must provide to VCF an accurate list of Devices to be installed and the address(es) where Devices should be shipped. Customer personnel must be onsite during performance of Installation Services to: (i) provide keys and access to Vehicles; (ii) allow for Vehicle inspections; and (iii) acknowledge any installation-related issues. If Customer personnel do not remain onsite during the entirety of the installation process, the installation will be deemed accepted when completed. The following services are outside the scope of Installation Services, which VCF will not be obligated to perform: (a) procure, install, or configure mobile devices; (b) install tablets or tablet mounts; or (c) train Customer on how to self-install Devices or other hardware. Generally, VCF will require two to three weeks' lead time to begin installations. Installers will follow generally accepted industry standards when performing Installation Services. Customer must provide any specific installation requests in advance in writing. Before proceeding with any Installation Service that involves more work than is standard and customary, VCF will advise and obtain Customer approval for additional fees to be charged for such non-standard installation. Customer shall be liable for a "no-show" charge at then-current standard rates per Vehicle in the event that (i) Customer, any Vehicle, or delivered Device is not available or prepared for a scheduled installation; or (ii) Customer cancels a scheduled installation appointment, or changes the installation location and/or time, less than 24 hours prior to the previously agreed date and time. VCF's inability to install a Device in Customer Vehicles due to unavailability of Customer or Vehicles shall not relieve Customer of its duty to pay any fees pertaining to such Vehicle(s). Customer acknowledges and agrees that installation of the Device may involve drilling holes, rewiring, and performing other similar alterations to the Vehicle and that VCF has no obligation to restore the

Verizon Wireless offers this pricing utilizing the terms and conditions of the State of Florida ITN No. DMS-19/20-006 please contact your local Verizon Government Sales representative for additional information. ©Verizon2024.

Vehicle to its original state after removal of Devices. When Installation Services are completed, the installer will provide an installation log to Customer documenting any issues found.

4.2. **Self-Install of Devices:** In the event that Customer or its employees, agents, representatives, or contractors carries out installation or de-installation of Devices("Self-Install"), Customer shall be responsible for compliance with all applicable laws related thereto and the proper installation of the Device. Non-powered Asset Vehicle Tracking Units that are part of a VCF Solution require Self-Install. Customer acknowledges and understands that VCF will not be obligated in any way for the installation of any Self-Install Devices. VCF shall not be liable for any issues, losses, or damages whatsoever in connection with the Self-Install of Devices, including, without limitation, if Devices or VCF Services are not able to properly function, unless such damage has been caused by the negligent act or omission of VCF, or is the result of an issue covered by the warranty for the Device. For Self-Installed Devices, Customer shall be responsible for ensuring secure placement in or on the applicable Vehicle.

5. TRAINING AND SUPPORT SERVICES

5.1. Customer will designate one or more employee(s) to act as the coordinator(s) for Customer's use of the Devices and VCF Services and will require such coordinator(s) to participate in training provided from time to time at no charge.

5.2 During the time Customer is entitled to receive VCF Services, and subject to Section 7 below (Exclusions), VCF or its designee will provide Customer with reasonable telephone or email consultation and technical assistance regarding the VCF Solutions during VCF's regular working hours. Customer may call VCF or its designee at 800-906-9545 or e-mail inquiries to reveal.govt@verizonconnect.com or support services.

6. CUSTOMER OBLIGATIONS

6.1. Customer agrees to use the VCF Services in accordance with their intended purposes. Customer shall comply, and cause its employees and agents to comply, with all applicable laws and regulations and with VCF's Website Acceptable Use Policy (available at https://www.verizonconnect.com/terms/). Customer will provide notice to its Vehicle operators that the Vehicle has been enabled for use with VCF Services, which collects data associated with the Vehicle's location and manner of operation.

6.2. Customer shall cooperate in good faith on all matters concerning the VCF Services and these Terms and Conditions, including by providing (i) all necessary and timely access to its premises and Vehicles for installation of the Devices, and (ii) all necessary access to information as may be required to render the VCF Services.

6.3. Customer shall ensure that (i) only authorized users access the VCF Services, (ii) usernames and passwords are protected from unauthorized use, (iii) it immediately notifies VCF of any suspected or actual breach of security, and (iv) its network and systems comply with the relevant specifications provided by VCF from time to time. Customer is responsible for all use of the VCF Services using any usernames and passwords registered by or allocated to it.

6.4. Customer understands and specifically consents that (a) the Devices or VCF Services can be used to record both video content and oral communications, (b) VCF will have access to the recordings generated by the Devices or VCF Services, and (c) VCF may retain backup copies of such recordings. Customer represents and agrees that it will take measures to ensure that every individual who will operate or occupy a Vehicle equipped with Devices or VCF Services, or anyone whose private communications the Devices or VCF Services could foreseeably intercept, has provided lawful consent to being recorded and has further consented to VCF accessing and retaining such recordings. VCF specifically relies on these representations.

6.5. Customer covenants that to the extent required under applicable law or regulation, it shall provide notice to and receive consents from all its employees, contractors, agents, and other authorized users of: (a) the nature of the VCF Services, including the collection of Collected Data (defined below), as well as any Video and Audio Content and the anticipated use of any such

information and content, which may include his or her personal data, by Customer and by VCF in connection thereto; and (b) VCF's collection, use, and disclosure of such information and content as set out in these Terms and Conditions. In addition to the foregoing, Customer acknowledges and agrees that it is solely responsible for accessing and using the Devices and VCF Services in compliance with these Terms and Conditions and any applicable laws and regulations, including, without limitation, local law provisions regarding remote employee monitoring, automated processing of personal information, and the recording, storage, and use of Video and Audio Content.

6.5. In addition to the foregoing, Customer acknowledges and agrees that it is solely responsible for accessing and using the Devices and VCF Services in compliance with these Terms and Conditions and any applicable law and regulation, including, without limitation, (a) local law provisions regarding remote employee monitoring and/or automated processing of personal information; (b) laws governing the recording, storage, and use of Video and Audio Content (as defined below); (c) the Electronic Communications Privacy Act, 18 U.S.C. § 2510 *et seq.*; and (d) state and local laws governing unlawful eavesdropping, wiretapping, recording, or surveillance; and (e) all freedom of information laws (including, but not limited to, FOIA, sunshine records laws, open records laws, and/or government data laws).

7. LIMITED WARRANTY AND EXCLUSIONS

7.1 **LIMITED WARRANTY:** Subject to the exclusions in Section 7.2 below, for the applicable Service Term (the "Warranty Period"), the Devices will be free from defects in materials and workmanship and will substantially conform to the specifications for such Devices. If a VCF Device is defective within the Warranty Period, VCF will repair or replace it within a reasonable period using components or replacements that are new or equivalent to new in accordance with industry standards and practice. Customer will provide VCF or its designated representatives reasonable access to Vehicles to effect such repairs or replacements. THE FOREGOING SETS FORTH THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY REGARDING THE VCF SERVICES AND DEVICES AND SHALL BE IN LIEU OF ANY OTHER REMEDY AVAILABLE TO THE CUSTOMER AT LAW OR IN EQUITY.

7.2 **EXCLUSIONS:** The Limited Warranty for VCF Solutions does not include repair, replacement, or correction of any defect, damage, or malfunctions caused by: (a) damage caused by incorrect installation, use, modification, or repair by any unauthorized third party or by Customer or its representative; (b) misuse of or abuse to any element of the Device system or component thereof; (c) damage caused by any party other than VCF or other external force; or (d) damage caused by the connection of the Equipment to any third-party products or software provided by the Customer. Customer will be responsible for the cost of any support services provided by VCF resulting from any of the foregoing exclusions. Under no circumstances shall VCF be liable to Customer or any third party for loss of use of any Vehicle when a VCF Device is being repaired or replaced or for any indirect or consequential loss. If a Device and/or accessory is not eligible to be replaced at no charge pursuant to the warranty terms specified above, Customer will be charged the price specified in pricing information for any replacement Device and/or accessory shipped to Customer.

8. DISCLAIMER OF WARRANTIES

EXCEPT FOR THE LIMITED DEVICE AND INSTALLATION WARRANTY SET FORTH IN SECTION 7.1 ABOVE, NEITHER VCF NOR ITS AFFILIATES NOR THEIR SUPPLIERS MAKES ANY WARRANTY OR GUARANTEE OF ANY KIND WITH RESPECT TO THE DEVICES, THE INSTALLATION SERVICES, OR THE VCF SERVICES, INCLUDING MAPPING INFORMATION, MAP DATA, COLLECTED DATA, ALERTS, REPORTS (SUCH AS HOURS OF SERVICE REPORTS), QUALITY, RELIABILITY, OR ACCURACY THEREOF. THE DEVICES AND VCF SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS BASIS". TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. VCF AND ITS AFFILIATES DO NOT WARRANT THAT THE RECEIPT OF DATA, MAPPING INFORMATION, AND OTHER CONTENT FROM THE DEVICES

WILL BE AVAILABLE AT ALL TIMES, AT ALL GEOGRAPHIC LOCATIONS, UNINTERRUPTED, OR ERROR-FREE, OR THAT THE TRANSMISSION OF DATA, MAPPING INFORMATION, MAP DATA, AND OTHER CONTENT FROM VCF OR ITS AFFILIATES TO CUSTOMER OR TO THE CUSTOMER WEBSITE PAGES WILL ALWAYS BE ACCURATE, TIMELY, OR COMPLETE OR MEET THE CUSTOMER'S REQUIREMENTS. VCF AND ITS AFFILIATES MAKE NO WARRANTIES OF ANY KIND, AND HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, WITH RESPECT TO THE CONTENT OF ANY THIRD PARTY INFORMATION WHICH THEY MAY MAKE AVAILABLE TO CUSTOMER IN THE COURSE OF PROVIDING ONE OR MORE OF THE VCF SERVICES. NO ORAL OR WRITTEN ADVICE OR INFORMATION PROVIDED BY VCF OR ITS AFFILIATES WILL CREATE A WARRANTY, AND CUSTOMER IS NOT ENTITLED TO, AND WILL NOT, RELY ON ANY SUCH ADVICE OR INFORMATION.

9. FEES AND INVOICING TERMS FOR VCF SOLUTIONS

9.1. Unless otherwise provided in a written agreement between VCF and Customer:

9.1.1 **VCF Bundled Devices and VCF Services:** The monthly bundled rate for a VCF Device and VCF Services (includes VCF Device, applicable accessory, VCF Services, initial Installation Service, and ground shipping) is invoiced monthly following the VCF Bundle Start Date. The "**VCF Bundle Start Date**" is the earlier of (i) completion of the VCF Device installation; or (ii) the passage of ninety (90) days after the date the Device is shipped. Fees begin on the VCF Bundle Start Date.

9.1.2 **VCF Replacement Devices not Covered by Warranty:** The charge for VCF Replacement Devices not covered by warranty will be invoiced upon shipment to Customer.

9.1.3 **Device Installation Fee:** Where applicable, the Device installation fee is invoiced one-time upon completion of the Installation Services. Additional charges may apply if there are multiple installation locations or if more than one visit is necessary to complete the Installation Service.

9.2. All other Fees are due and payable as set forth in an Order.

9.3. Fees are exclusive of applicable taxes and surcharges. VCF may charge, and Customer agrees to pay, applicable state and local sales taxes and other government mandated fees in connection with the sale of the VCF Solutions unless Customer has provided satisfactory certificates or other evidence of exemption.

10. TERM AND TERMINATION

10.1. **Service Term:** The Service Term for each Order shall be for the period set forth on the Order. Unless otherwise specified in the Order, the Service Term for add-on features shall be coterminous with the Service Term for the base Vehicle tracking units to which the add-on features apply. The Service Term will continue after the period indicated in the Order for one-month periods until either party elects to terminate the VCF Services by providing written notice to the other party, or the Service Term is otherwise terminated, as set forth herein.

10.2. **Termination:** Either party may terminate its obligations pursuant to an Order by giving written notice to the other party immediately if the other party breaches its obligations under these Terms and Conditions and fails to cure such breach within thirty (30) days after receipt of notice (or such later date as may be specified in the notice). If notice of breach is sent by VCF, VCF may suspend Customer's access to and use of the applicable VCF Services with respect to all Customer Devices, without incurring any liability whatsoever, until the breach is cured. Customer may further terminate an Order or Subscription for its convenience on thirty (30) days' advance written notice.

10.3. **Subsidy Recovery:** VCF is able to make Devices available at no upfront charge by offering various subsidies in exchange for Customer meeting certain conditions. Therefore, if Customer terminates a VCF Subscription prior to the end of the initial 12-months after the date of activation, VCF may recover a subsidy recovery equal to the price of the Device linked to the terminated VCF Subscription less 1/12 that amount for each full month the Device was under an active VCF Subscription.

10.4. **Effect of Termination:** Customer will pay to VCF any Fees for Devices received or VCF Services provided prior to the effective date of the termination, and the parties' respective rights and obligations that by their nature survive termination shall so survive.

11. LIMITATION OF LIABILITY

11.1. NEITHER PARTY, NOR ITS AGENTS OR VENDORS, SHALL BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS OR LOST DATA, EVEN IF THAT PARTY IS INFORMED THAT THOSE DAMAGES MAY OCCUR. VCF'S CUMULATIVE LIABILITY UNDER ANY LEGAL THEORY SHALL NOT EXCEED THE AMOUNT PAID TO VCF UNDER AN ORDER DURING THE SIX (6) MONTHS PRIOR TO THE DATE THE LIABILITY ACCRUES FOR A CLAIM. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO LIABILITY OF EITHER PARTY ARISING UNDER SECTION 14 (CONFIDENTIALITY) OR SECTION 15 (PROPRIETARY RIGHTS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, IN WHICH CASE THE EXCLUSION OR LIMITATIONS WILL NOT APPLY.

11.2. WITHOUT LIMITING THE FOREGOING, UNLESS DIRECTLY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF VCF, VCF IS NOT RESPONSIBLE FOR LIABILITIES OF ANY KIND RESULTING FROM DELAYS IN DELIVERY, INSTALLATION, OR PROVISION OF DEVICES OR VCF OR OTHER SERVICES, REGARDLESS OF THE CAUSE OF THE DELAY. CUSTOMER UNDERSTANDS AND AGREES THAT VCF CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND THAT VCF SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND RESULTING FROM AN ALLEGED OR ACTUAL LACK OF SECURITY RELATING TO CUSTOMER'S USE OF THE VCF SERVICES.

11.3. CUSTOMER UNDERSTANDS AND AGREES THAT: (a) THE DEVICES ARE WIRELESS DEVICES AND THAT THE VCF SERVICES WORK BY USING WIRELESS COMMUNICATIONS NETWORKS TO CONNECT THE DEVICES WITH DATA CENTER(S) AND BY USING GPS (GLOBAL POSITIONING SYSTEM) TO DETERMINE A VEHICLE'S LOCATION; (b) THE VCF SERVICES WILL NOT OPERATE UNLESS A VEHICLE IS IN AN AREA THAT HAS ADEQUATE WIRELESS COMMUNICATIONS COVERAGE AND, EVEN IF A VEHICLE IS IN SUCH AREA, THE VCF SERVICES ARE SUBJECT TO WIRELESS SERVICE NETWORK AND TRANSMISSION LIMITATIONS AND MAY BE ADVERSELY AFFECTED BY TERRAIN, SIGNAL STRENGTH, WEATHER AND ATMOSPHERIC CONDITIONS, OR OTHER CONDITIONS THAT VCF DOES NOT CONTROL; AND (C) INFORMATION ABOUT A VEHICLE'S LOCATION WILL NOT BE AVAILABLE UNLESS THE DEVICE IN THE VEHICLE IS ABLE TO RECEIVE GPS SIGNALS.

12. CONFIDENTIALITY

12.1. To the extent permitted by law, a Receiving Party (party receiving information of the other) will protect Confidential Information of the Disclosing Party (the party whose information is provided or shared) against any unauthorized use or disclosure to the same extent that the Receiving Party protects its own Confidential Information of a similar nature against unauthorized use or disclosure, but in no event less than a reasonable standard of care. Neither party shall use the other party's Confidential Information for any purpose other than to perform its obligations and exercise its rights under these Terms and Conditions. The Receiving Party will not disclose any Confidential Information of the Disclosing Party for any purpose other than as: (a) expressly permitted by these Terms and Conditions; (b) required by applicable law (provided that the Receiving Party shall notify the Disclosing Party of such required disclosure promptly and cooperate with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit such required disclosure); or (c) consented to in writing by

the Disclosing Party.

12.2. The parties further agree that any obligations to protect Confidential Information set forth herein shall survive termination of the last Order for a period of three (3) years, except that as to any Confidential Information deemed a "trade secret" under applicable law, such obligations shall continue for as long as such information is deemed a trade secret.

12.3. The provisions of this Section 12 are necessary for the protection of the business and goodwill of the Disclosing Party and are considered by the Receiving Party to be reasonable for such purpose. The Receiving Party agrees that any breach of these provisions may cause the Disclosing Party substantial and irreparable damages and, therefore, in the event of any such breach, in addition to other remedies which may be available, the Disclosing Party shall have the right to seek specific performance and other injunctive or equitable relief.

13. PROPRIETARY RIGHTS

13.1. Customer acknowledges and agrees that the Devices and the VCF Services (including the components incorporated therein, such as hardware, software, data, websites, and services) may include proprietary information and know-how, techniques, algorithms, processes, patent, copyright, trademark, service mark, trade secrets, or other intellectual property that are protected by and subject to intellectual property rights (collectively, "**Proprietary Rights**") of VCF, its affiliates, or the Service Partners, and that VCF, its affiliates, and/or the Service Partners retain title to and ownership of those Proprietary Rights and any and all improvements, modifications, fixes, or enhancements made by or for VCF, its affiliates, and/or the Service Partners to any aspect of the the VCF Services (including the Devices), regardless of whether such items or services are created or suggested by Customer.

13.2. Customer shall not use the VCF Solutions to develop any other software, product, or service including, but not limited to, any other software, product, or service that is competitive with the VCF Solutions, and shall not assist or permit any third party to do so. Customer agrees that it shall not decompile, disassemble, or reverse engineer the VCF Solutions or otherwise attempt to gain access to any underlying code used to implement or deploy the VCF Services.

13.3. Customer agrees that with respect to the VCF Solutions, it shall not, nor shall it permit any third party to: (a) except with the express written consent of VCF, assign, transfer, lease, rent, sell, distribute, or import such VCF Solutions to any third party; (b) except with the express written consent of VCF, combine, embed, or incorporate the VCF Solutions into any other product or service other than any Customer-owned or developed interface for purposes of receiving the data feed delivered from the Devices; (c) remove or alter any proprietary notices in or on the VCF Solutions; (d) use the VCF Solutions in connection with the transmission, sale, license, or delivery of any infringing, competitive, defamatory, offensive, or illegal products, services, or materials; (e) use the VCF Solutions in any manner that threatens the integrity, performance, or availability of the VCF Services; or (f) use the VCF Solutions in any manner that violates local, state, or federal laws, regulations, or orders.

14. MODIFICATIONS; WEBSITE MAINTENANCE

VCF and its affiliates may alter or modify all or part of the Devices, the VCF Services, and/or associated websites from time to time; provided that such alterations or modifications shall not materially adversely affect the intended use of those VCF Services delivered to Customer. Subject to the foregoing, such alterations and modifications, or both, may include, without limitation, the addition or withdrawal of features, information, products, services, or software, or changes in instructions. If such alterations or modifications in fact materially adversely affect such intended use, Customer may, as its sole and exclusive right and remedy, elect to terminate an Order on thirty (30) days' written notice to VCF. VCF reserves the right to perform scheduled maintenance for the VCF Services and associated website(s) from time to time. This may include application and database maintenance as well as general website maintenance, and may or may not involve unavailability of the VCF Services and/or its associated website(s).

15. **DATA**

15.1. **Collected Data:** In the course of providing the VCF Services, VCF or its affiliates may receive or collect spatial data or data relating to the Vehicles, mobile objects, devices, locations, employees, contractors, suppliers, and/or customers of Customer, including, but not limited to, vehicle identification number (VIN), GPS location, vehicle speed, acceleration, vehicle diagnostics information, tracking data, rate of travel, ignition on/off, idle time, number of stops, names and ID numbers of employees, addresses of customers, and other similar information ("**Collected Data**"). Customer represents and warrants that it has all necessary rights and authority with respect to the Collected Data sufficient to grant the license to VCF contemplated herein. Customer hereby grants to VCF for good and valuable consideration (the receipt of which is hereby acknowledged by Customer) a non-exclusive, irrevocable, worldwide, paid up limited license in the Collected Data, to use the Collected Data for the delivery of the VCF Services and as otherwise provided in these Terms and Conditions. The collection, amalgamation, manipulation, or recording of Collected Data may give rise to intellectual property rights, including database rights, copyrights, rights in know-how and confidential information, design rights, and other similar rights anywhere in the world ("**Vehicle IP**"). Customer acknowledges and agrees that as between Customer and VCF, VCF owns all Vehicle IP, including all rights in and to such Vehicle IP, and Customer hereby assigns for good and valuable consideration (the receipt of which is hereby acknowledged by Customer) any rights it may have in any current and future Vehicle IP. Customer has the right to use any Collected Data and Vehicle IP provided to Customer as part of the VCF Services for its own internal business purposes.

15.2. **Video and Audio Content:** Collected Data shall not include any video or audio content recorded by cameras associated with the Integrated Video service ("**Video and Audio Content**"). The Video and Audio Content shall be owned by Customer, including all rights in and to such Video and Audio Content. Without limiting the generality of the foregoing, Customer acknowledges and agrees that VCF may review, analyze, manipulate, copy, and modify the Video and Audio Content. VCF may also distribute reports, analyses and data based upon the Video and Audio Content; provided, however, that VCF agrees that it shall not disclose to any third parties any Video and Audio Content that specifically identifies Customer, or any of the drivers of Customer's Vehicles, without Customer's prior written consent. The parties agree that the foregoing restriction shall not apply to disclosures of Video and Audio Content that are (i) required by law or in response to a request from law enforcement authorities, (ii) made in connection with a subpoena or other similar demand, (iii) made in connection with a contemplated merger, acquisition or similar transaction, (iv) made to VCF's affiliates or related companies, and/or (v) made to Service Partners for delivering services on behalf of VCF.

15.3. **Use of Collected Data:** Customer agrees that during and after termination of the VCF Services, (i) VCF may retain and use Collected Data for purposes of providing the VCF Services and conducting research and development; (ii) VCF may share Collected Data with its affiliates, providers of Third Party Services, and other third parties providing services to VCF and its affiliates, subject to the obligation of confidentiality; (iii) VCF and its affiliates may disclose Collected Data if required under applicable law, regulation, or court order; and (iv) VCF and its affiliates may use and share with third parties any Collected Data that either is in aggregated or de-identified form such that the source of the Collected Data cannot be identified, or is publicly available without any restriction. Customer acknowledges that Collected Data may be commercially exploited by or on behalf of VCF and its affiliates for commercial marketing purposes, subject to the permissions and restrictions set forth above and in these Terms and Conditions, and in Verizon's Privacy Policy (available at www.verizon.com/privacy). If Customer has provided consent, VCF may continue to receive and collect the Collected Data after the termination of the VCF Services for purposes of facilitating API Data Services, including Third Party Services (defined in Section 1 above), that are requested by Customer.

16. **SERVICE PARTNERS**

Nothing set forth in an Order or in these Terms and Conditions gives Customer any specific rights with respect to, nor does it create a contract between, Customer and any Service Partners. The Service Partners have no legal, equitable, or other liability of any kind to Customer, and Customer hereby waives any and all claims or demands therefore. Customer is not a third-party beneficiary of any agreement between or among VCF and the Service Partners, but the Service Partners are intended third party beneficiaries of these Terms and Conditions.

17. **EXPORT CONTROL**

Customer understands and agrees that: (a) the software used in connection with the VCF Services is controlled by U.S. export control laws; (b) further transfer or export of the software may be subject to U.S. export control laws or similar laws of other countries; (c) Customer will abide by such laws; and (d) Customer will not re-export or divert the software to a country or activity in contravention of U.S. law. Customer represents and warrants that Customer is not, nor does Customer anticipate being, listed on any U.S. Government, United Nations, or other country's prohibited parties list (including, but not limited to the U.S. Department of Commerce Denied Persons List or Entity List and the U.S. Treasury Department's Specially Designated Nationals, Terrorists or Narcotics Traffickers List).

18. **GENERAL**

18.1. No amendment, change, modification, or waiver to any provision of any Order or these Terms and Conditions will be binding unless signed by an authorized representative of each party.

18.2. Any waiver or failure to enforce any provision of these Terms and Conditions or an Order on one occasion will not be deemed a waiver of any such provision or any other provision on any other occasion.

18.3. If any provision of these Terms and Conditions is held by a court of competent jurisdiction to be unenforceable, the enforceability of the remaining provisions of the Terms and Conditions will not be affected and the unenforceable provision will be deemed modified such that it is enforceable and accomplishes the intention of the parties to the fullest extent possible.

18.4. Customer agrees that the VCF Services may be provided by, and all related information (including Collected Data and Video and Audio Content) accessed by, resources located within and outside the United States and consents to such performance of services, including access to information, from outside the United States. In no event shall VCF access or otherwise process Collected Data or Video and Audio Content from any high-risk countries as identified in relevant U.S. federal laws, regulations, and industry guidance.

18.5. Captions and headings in these Terms and Conditions are for ease of reference only and do not constitute a part of these Terms and Conditions.

18.6. In the event of a conflict of language between these product-specific Terms and Conditions and the Master Agreement, the language in the Master Agreement will supersede and control.

Verizon DNS Safeguard for Public Safety

1. GENERAL
1.1 Service Definition
1.2 Service Features for DNS Service Plus
1.3 Service Features for DNS Service Advanced

2. SUPPLEMENTAL TERMS
2.1 Service Activation and Implementation
2.2 Services Agreement Flow Down Terms
2.3 Customer Responsibilities
2.4 Warranties
2.5 Use of Data
2.6 Term and Termination
3. FINANCIAL TERMS
3.1 General
4. DEFINITIONS

1. GENERAL

1.1 **Service Definition.** Verizon DNS Safeguard for Public Safety (DNS Service) is a cloud-based security platform intended to provide a first line of defense against threats on the Internet by detecting and blocking inappropriate and malicious sites and content before the Internet Protocol (IP) connections are established. DNS Service is enhanced with threat intelligence feeds from the Verizon Threat Research Advisory Center which, learning from internet activity patterns, automatically uncovers current and emerging threats to continually keep the network safe.

The DNS Service platform operates as a DNS resolver that converts domain names to IP addresses which allows the platform to prevent IP connections to known malicious sites. When a legitimate domain is resolved, the DNS Service returns the actual IP address.

The DNS Service consists of two offerings: DNS Service Plus and DNS Service Advanced.

1.2 **Service Features for DNS Service Plus.** The following service features are included with DNS Service Plus:

1.2.1 **DNS Layer of Breach Protection.** DNS Service is able to detect and block malicious sites and content before they reach the network as a DNS request is made before IP connections are established. Malware, ransomware, phishing, spyware, botnets, and command & control call - backs are blocked over any port or protocol before such threats can reach users and network.

1.3 **Service Features for DNS Service Advanced.** The following service features are included with DNS Service Advanced.

1.3.1 **Premium Threat Feeds.** DNS Service Advanced includes the Basic Threat Feeds described in the DNS Service Plus and additional threat feeds from the Verizon Threat Research Advisory Center's display of threat analytics and intelligence it gathers from third party proprietary and open source data.

2. **SUPPLEMENTAL TERMS**

2.1 **Service Activation and Implementation**

2.1.1 **Service Activation**. The DNS Service will begin Activation Date is 10 Business Days following the Order Confirmation Date.

2.1.2 **Offshore Support**. Customer agrees that the DNS Service may be provided by, and all related information (including data) accessed and/or stored by, resources located within and outside the United States. Customer consents to such performance of services, including access and storage of data, from outside the United States.

2.2 **Services Agreement Flow Down Terms**

2.2.1 **Acceptance of Terms.** From time to time, Verizon may update the functionality, add new features to the DNS Service, and/or change the access configuration for the DNS Services. In such event, these terms shall also apply to any upgrades or updates subsequently provided by Verizon for the DNS Services.

2.2.2 **Use of the DNS Services.** Customer accepts the non-assignable, non-transferable, non-sublicensable, and non-exclusive right to access and use the DNS Service only as authorized in this Agreement and related documentation for the duration of the Service Commitment and for the number of licenses purchased by and allocated to Customer.

2.3 **Customer Responsibilities**

2.3.1 **Internet Access.** Customer must have wireless internet access in place to use DNS Service. **Customer must have a subscription to Verizon's Responder Private Core in place to use DNS Service.**

2.3.2 **Prohibited Use.** Customer will not: (i) use the Services for any unlawful, unauthorized, fraudulent or malicious purpose, (ii) modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of the Services (except to the limited extent applicable laws specifically prohibit such restriction); (iii) bypass any measures Verizon may use to prevent or restrict access to the Services or otherwise interfere with any other party's use and enjoyment of the Services; or (iv) use Customer's account or the Services to infringe any intellectual property or other right of any other third party. Verizon may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Subject to Verizon's Privacy Policy, Verizon reserves the right at all times to disclose any information as Verizon deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Verizon's sole discretion.

2.4 **Warranties**

2.4.1 **Verizon's Disclaimer of Warranties.** Verizon does not warrant that any network, computer systems, or any portions thereof, are secure. Verizon does not warrant that use of DNS Service will be uninterrupted or error-free or that any defect in DNS Service will be correctable or that incidents will be fully contained. Customer acknowledges that impenetrable security cannot be attained in real-world environments and that Verizon does not guarantee protection against breaches of security, or the finding or successful prosecution of individuals obtaining unauthorized access. Verizon does not warrant the accuracy of information provided to Customer hereunder.

CUSTOMER'S USE OF THE DNS SERVICES IS AT CUSTOMER'S SOLE RISK. ALL DNS SERVICES ARE PROVIDED ON AN AS IS OR AS AVAILABLE BASIS, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, VERIZON EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND SATISFACTORY QUALITY. VERIZON, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUPPLIERS MAKE NO WARRANTY THAT THE SERVICES ARE ACCURATE, TIMELY, UNINTERRUPTED, VIRUS- FREE OR ERROR-FREE, OR THAT ANY PROBLEMS ENCOUNTERED WILL BE CORRECTED. THE WARRANTIES AND REMEDIES SET FORTH IN THIS SERVICE ATTACHMENT ARE VERIZON'S EXCLUSIVE WARRANTIES AND CUSTOMER'S SOLE REMEDIES FOR BREACH OF WARRANTY, IF ANY, BY VERIZON.

2.4.2 **Customer Warranty.** Customer represents and warrants that Customer (a) will use the DNS Safeguard services, including all reporting, deliverables, documentation, and other information provided in connection with DNS Service solely for purposes of protecting Customer from abusive, fraudulent, or unlawful use or access to its information, systems and applications including public internet service provided by Verizon and Customer will not market, sell, distribute, lease, license or use any such deliverables, documentation or information for any other purposes; and (b) will comply with all applicable laws and regulations.

2.4.3 **Third Party Warranties.** For any third party products and/or services incorporated as part of Service, Customer will receive only the warranties offered by such third party to the extent Verizon may pass through such warranties to Customer.

2.5 **Use of Data.** As part of Customer's use of the Services, Customer will be providing certain (i) Network Data, (ii) User Data and/or Feedback. Some Network Data is necessary for the essential use and functionality of the Services. Network Data is also used to provide associated services such as technical support and to continually improve the operation, security, efficacy and functionality of the Services.

2.5.1 **User Data.** Customer grants Verizon a worldwide, royalty-free, sublicensable license to use, modify, reproduce, publicly display, publicly perform, and distribute the User Data only as reasonably required to provide the Service.

2.5.2 **Network Data.** Customer hereby grants to Verizon a non-exclusive, irrevocable, worldwide, perpetual, royalty-free and fully paid-up license to use (i) the Network Data that is aggregated and de-identified so that it does not identify Customer for the purpose of enhancement of the Services, and (ii) any information that Verizon learns in evaluating Network Data to create the Statistical Data for the purpose of enhancing, developing, and/or promoting the Services.

2.5.3 **Feedback.** De-identified Feedback may be incorporated into the Services, and Customer hereby grants Verizon a non-exclusive, irrevocable, worldwide, perpetual, royalty-free and fully paid-up license to use de-identified Feedback for any purpose whatsoever, including, without limitation, for purposes of enhancing, developing and/or promoting products and services, including the Services.

2.6 **Term and Termination**

2.6.1 **Service Commitment.** The Service Commitment is for the terms specified in the Customer's purchase order as accepted by Verizon.

2.6.2 **Service Cancellation.** If Customer requests cancellation of Service, or Verizon cancels Service as a result of Customer's failure to provide the necessary information or reasonable assistance required by Verizon to provision such Service, Customer will pay any set-up fees and other amounts accrued for such Service through the date of such termination, plus an amount equal to any applicable annual third party license fee, which Customer acknowledges are liquidated damages reflecting a reasonable measurable of actual damages and not a penalty. Customer will pay the invoice for such charges in accordance with the terms of the Agreement.

3. **FINANCIAL TERMS**

3.1 Responsibility for Charges. Your use of the Service will be billed according to the monthly recurring fee that you agreed to pay, and use on certain devices will be billed according to the applicable data plan. For a list of those devices that will be billed according to your data plan.

Verizon Local Network Command Terms and Conditions

1. GENERAL
1.1 Service Definition
1.2 Service Availability
2. SUPPLEMENTAL TERMS
2.1 Customer Agreement
2.2 Privacy
2.3 Licenses
2.4 Consent to Share Location Information
2.5 Disclaimer of Warranty; Limitation of Liability
3. CUSTOMER RESPONSIBILITIES
3.1 Restrictions on Use
4. FINANCIAL TERMS
4.1 Responsibility for Charges

1. GENERAL

1.1 **Service Definition.** Local Network Command is a local control solution allowing for temporary uplift of mobile devices to enhanced network performance (also known as the "Service").

1.2 **Service Availability**. You can access the Service through a web-based tool hosted at the VZW MyBiz portal. The account single point of contact (SPOC) must preselect the users for uplift through the Service. The account SPOC can preselect users individually or as part of a group. The account SPOC must also create and designate specific users as Incident Commanders. Incident Commanders will have the ability to create incidents using the Service and uplift preselected users during an incident.

2. SUPPLEMENTAL TERMS

2.1 **Customer Agreement**. For enterprise customers, the Service is subject to your organization's major account agreement with VZW.

2.2 **Privacy**. VZW may use information about your activity in using the Service, subject to our Privacy Policy and applicable law, which are attached hereto

2.3 **Licenses**. You have a limited, non-exclusive, non-transferable license to use the Service solely for the purposes for which it is provided and only in accordance with all documentation provided by VZW or its licensors or suppliers.

For Location Information (defined below), the Service requires use of MapQuest. Use of MapQuest within the Service is subject to:

- the MapQuest Terms of Service attached hereto

- the MapQuest 3rd Party Notices and Licenses MapQuest Attributions attached hereto,
- the Mapbox Notices MapQuest Mapbox as attached hereto, and
- the MapQuest Privacy Policy MapQuest System1 Privacy Policy as attached hereto

The MapQuest Terms of Service, MapQuest 3rd Party Notices and Licenses, Mapbox Notices and MapQuest Privacy Policy may be updated from time to time and are incorporated into these Terms and Conditions by reference, as if set forth fully herein. If you do not accept the MapQuest Terms of Service, MapQuest 3rd Party Notices and Licenses, Mapbox Notices or MapQuest Privacy Policy, including all limitations and restrictions therein as may be updated by MapQuest from time to time, you may not use the Service. Your use of MapQuest within the Service will constitute your acceptance of the MapQuest Terms of Service, MapQuest 3rd Party Notices and Licenses, Mapbox Notices and MapQuest Privacy Policy

2.4 **Consent to Share Location Information**. The Service will require sharing of "Location Information" (data that can be used to describe, determine or identify the location of all mobile devices subject to the Service). In using the Service, you represent and warrant that you have obtained all necessary consent(s) from individual users whose mobile devices will be subject to the Service, and that VZW has no responsibility to obtain such consent(s).

2.5 **Disclaimer of Warranty; Limitation of Liability**. THE SERVICE IS PROVIDED 'AS IS', WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND BY EITHER VZW OR ITS LICENSORS OR SUPPLIERS. VZW'S LIABILITY SHALL BE LIMITED AS SET FORTH IN THE CUSTOMER AGREEMENT (AND THE LIABILITY OF EACH VZW LICENSOR AND SUPPLIER SHALL BE LIMITED TO THE SAME EXTENT).

3. **CUSTOMER RESPONSIBILITIES**

3.1 **Restrictions on Use**. You may not, or allow others to, adapt, alter, modify, de-compile, reverse engineer, translate, or create derivative works of the Service. The Service is intended for those devices with a clear need for temporary uplift to enhanced network improvement. You agree not to abuse the Service as determined by the sole discretion of Verizon. "Abuse" may include, but not be limited to, the indiscriminate uplift of all devices within a specific geographic area where such action adversely affects the Verizon wireless network.

4. **FINANCIAL TERMS**

4.1 **Responsibility for Charges**. Your use of the Service will be billed according to the monthly recurring fee that you agreed to pay, and use on certain devices will be billed according to the applicable data plan. For a list of those devices that will be billed according to your data plan

Verizon Mobile Device Management Terms and Conditions

Verizon Mobile Device Management (MDM) (the "Service") provides device management services from a cloud-based portal to entities to manage their remote assets, smart devices and Jetpacks. Through the Service, an entity ("Customer") will be able to purchase features to (1) manage smartphone and tablet configurations for devices running Android® and Apple® iOS with "Unified Endpoint Management," (2) manage security profiles and settings on selected Jetpacks and MiFis with "Broadband Hotspot Management," (3) enable identity protection and contact onboarding with "Advanced Features," and/or (4) help provide for mobile security with "Mobile

Threat Defense." By using the Service, Customer acknowledges that Customer has read all of the terms and conditions of this agreement ("Agreement"), understands them, and agrees to be bound by them. This Agreement is by and between the Customer and Cellco Partnership d/b/a Verizon Wireless, on behalf of itself and its controlled and/or managed affiliates (collectively, "VZW").

1. **Verizon Wireless Agreement.** This Service is subject to all of the terms in Customer's agreement for wireless service with VZW, which is incorporated herein by reference. To purchase or use the Service, Customer must have an active VZW account.
2. **Billing.** Customer's use of the Service will be billed according to the terms of Customer's agreement for wireless service with VZW.
3. **Restrictions on Use.** Customer will use the Service solely for Customer's internal use subject to any restrictions or exceptions as set forth in this Agreement. Customer will not: (i) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any information contained in the Service; (ii) use the Service in order to build or support, or assist a third party in building or supporting, products or services competitive to VZW; or (iii) license, sell, rent, transfer, assign, or otherwise commercially exploit the Service or any content in the Service other than as expressly permitted in this Agreement.
4. **Security Measures.** Customer will implement and maintain security measures with respect to the Service that effectively restrict access to the Service to authorized personnel with a need to know, and that protects the Service from unauthorized use or access. Customer will ensure that the Service is not accessed, used, or made available to third parties or to Customer's employees who are not authorized to access the Service.
5. **License.** Subject to the terms and conditions of Customer's agreement with VZW for wireless service, VZW grants Customer a non-exclusive, non-transferable, non-assignable, royalty free license for use of the purchased Service feature(s) solely for internal business operations and effective for the stated term of the license.
6. **Intellectual Property Rights.** VZW and/or its applicable third party suppliers or vendors own all intellectual property rights in the Service and its devices, components, platform, software, tools, portal, documentation, and other materials relating thereto, including modifications, updates, revisions or enhancements. All rights not explicitly given are reserved by VZW and/or its applicable third party suppliers or vendors.
7. **Location Information; Notice and Consent.** "Mobile Device" means any mobile device, including smartphones, tablets, smartwatches and other wearables, laptops and netbook computers that Customer provides to its End Users and are enrolled in the Service. "End User" means any person (e.g., employee, contractor) with a Mobile Device whose Location Information can be viewed by Customer using the MDM. "Location Information" means data that can be used to describe, determine or identify the location of the Mobile Device. Location Information may be presented in many forms such as latitude/longitude data, cell site/sector data, WiFi SSID, device signal strength or other format regardless of accuracy, type or source. Customer will be able to access information, including Location Information, about all Mobile Devices associated with Customer's VZW account.
    1. **Consent and Revocation regarding Location Information.** Customer will be solely responsible for obtaining affirmative, opt-in consent from End Users as appropriate to access, use, copy, store, collect and disclose Location Information, and for retaining evidence of consent for the period required by law (typically, 5 years after cessation of use). Customer will not access, use, copy, store or disclose any Location Information until such consent has been obtained. Customer will ensure that each End User is provided with clear, conspicuous and comprehensive notice about how Location Information will be accessed, used, copied, stored, collected and disclosed by Customer and/or third parties acting on Customer's behalf (e.g., representatives, agents) in Customer's privacy policy and ensure that such notice is presented to End Users for acceptance prior to Customer's use of the location functionality of the Service and readily available and easily accessible by End Users. Customer will ensure that each End User may deny, revoke or withdraw consent, through readily available means at any time. If consent is denied, revoked or withdrawn by an End User, Customer may no longer use the Service to access or

collect the End User's Location Information.

2. **Use and Storage of Location Information.** Customer may only use Location Information for the purpose of using the Service and only as provided in the notice to the End User for as long as Customer has that End User's consent. VZW does not provide Customer with access to any stored Location Information. Customer must implement appropriate security measures and safeguards that protect End User privacy and safety.

2. **Open Source Software.** The Service may contain certain software subject to open source licenses. All such software is subject to the terms of the applicable open source licenses, which may be viewed at verizon.com/opensource.
3. **Representations and Warranties.** Customer's use of the Service must, at all times, comply with all applicable federal, state and local laws, and industry guidelines, including the Federal Trade Commission Privacy Initiatives, and the CTIA Best Practices and Guidelines for Location-Based Services.

Disclaimer of Warranty. IN NO EVENT SHALL VZW BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR LOST PROFITS FOR ANY CLAIM OR DEMAND OF ANY NATURE OR KIND, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE OR BREACH HEREOF. THE SERVICE AND ANY INCLUDED SOFTWARE IS PROVIDED ON AN "AS IS" BASIS. OTHER THAN AS EXPLICITLY STATED IN THIS AGREEMENT, VZW DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND BY EITHER VZW OR ITS LICENSORS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF ACCURACY, COMPLETENESS, CURRENTNESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. VZW DOES NOT WARRANT THAT THE SERVICE WILL BE ERROR-FREE.

Verizon Mobile for Microsoft Teams Terms and Conditions Addendum

Verizon Mobile for Microsoft Teams is a service that utilizes existing Verizon Wireless network services to route calls through Microsoft Teams (the "Service"). The service, when applied to an eligible Verizon Wireless voice plan, will fully integrate your chosen Verizon Wireless telephone number into the Microsoft Teams cloud calling and team collaboration solution. Once connected, your end user will be able to use their wireless numbers to receive inbound and make outbound calls integrated with their Enterprise Microsoft Teams instance. The end user's wireless number becomes a true Microsoft Teams endpoint allowing them to access the Microsoft Teams enterprise experience enabled by your Microsoft Teams license while utilizing the existing Verizon Wireless network services enumerated on your voice plan for PSTN and wireless termination. This provides the end user the option of placing outbound calls though the traditional collaboration enhanced Microsoft Teams application, integrated IP Phone, or now directly through the native dialer on the end user's Verizon mobile device.

Before you start using the Service, we want you to know some important things. This Addendum modifies the contract (the "**Agreement**") between you as our Customer ("**you**") and Verizon Wireless ("**Verizon**", "**VZW**", "**we**" or "**us**") under which you purchase cellular service. It sets forth the terms and conditions under which you agree to use and we agree to provide the Service. By using the Service, you accept these Terms and Conditions, which may be modified by us from time to time. By continuing to use the Service after we have notified you of changes, you agree to accept those changes.

1. **Customer Agreement**. Your use of the Service is subject to all of the terms in your Agreement, whether the Service is paid for by a business customer or by an end user.
2. **Term**. Notwithstanding any provisions to the contrary regarding service or term commitments in any other part of the Agreement, the following provisions govern the use of the Service. When Verizon Mobile for Microsoft Teams is activated, service for each line will be on a month- to–month basis. You may terminate the Service for any line upon thirty (30) days prior written notice, without penalty.

3. **How the Service Works**. For the Service to work, you must select the lines on your companies' profile to which you wish to add the Verizon Mobile for Microsoft Teams feature. Each Verizon Mobile for Microsoft Teams phone number must be added to a single smartphone 4G or 5G capable device. Verizon will enable the Service and send the applicable telephone number(s) you assigned to the identified Microsoft Teams customer tenant. Once the telephone number is available to assign in Microsoft Teams it is your responsibility to complete setup with your Teams interface to create users and assign them to the appropriate telephone number. Once assigned Verizon will route all traffic to and from Teams to the PSTN as needed to complete calls utilizing the Verizon wireless cellular network.

0. **Verizon Mobile for Microsoft Teams Management and Support**

Verizon Management. Verizon will manage and support call routing into our platform, to Microsoft, and to the PSTN as needed for external termination. Verizon will provide appropriate administration tools to allow you to add or remove the feature from your Verizon line and to understand the feature routing status for each provisioned line. Verizon will communicate with Microsoft to send the telephone numbers assigned by you to Microsoft. Verizon will route calls to Microsoft once configuration is completed in Microsoft Teams to allow successful calling.

Microsoft Management. Microsoft is responsible to handle active calls once sent by Verizon and to apply any call treatments based on current Microsoft Teams PBX call configurations established by you. Microsoft is solely responsible for any voice mail or call recording as is set in the Microsoft Teams platform. All Microsoft Teams phone or device apps are managed and controlled exclusively by Microsoft. All licensing for feature management is similarly managed and controlled by Microsoft with capabilities available per your Microsoft Teams licensing agreements.

0. Feature Responsibilities

Verizon is removing many features from the Verizon subscriber wireless service so that there is no conflict with the Microsoft Teams PBX. Please see the responsibility matrix below to determine ownership and configuration management for each defined feature.

Feature	Verizon	Microsoft Teams
7 digit dialing		X
10 digit dialing	X	X
911 Call Delivery	X	
911 Location Configuration		X
Alternate Numbers with Distinctive Ring		X
Anonymous Call Rejection		X
Auto Receptionist		X
Barge-In Exempt		X
Busy Lamp Field (Monitoring)		X
Call Forwarding Always		X

Call Forwarding Busy		X
Call Forwarding No Answer		X
Call Forwarding Selective		X
Call Forwarding When Not Reachable (Business Continuity)		X
Call History		X
Call Hold and Resume		X
Call Intercept		X
Call Logs with Click to Dial		X
Call Notify		X
Call Queue Agent		X
Call Recording		X
Call Redial		X
Call Return		X
Call Transfer		X
Call Waiting (for up to 4 calls)	X	
Call Waiting ID	X	
Connected Line ID Restriction		X
Directed Call Pickup		X
Directed Call Pickup with Barge In		X
Do Not Disturb		X
Enterprise Phone Directory		X
Executive/Executive Assistant		X
Extension Dialing, Variable Length		X
Feature Access Codes / Star Codes		X
File Transfer		X
Hoteling		X
Hoteling Guest		X

Verizon Wireless offers this pricing utilizing the terms and conditions of the State of Florida ITN No. DMS-19/20-006 please contact your local Verizon Government Sales representative for additional information. ©Verizon2024.

Hunt Group		X
Inbound Caller ID Number*	X	
Inbound Caller ID Name*	X	
Inbound Fax to Call		X
Multiple Line Appearance		X
Native Dialer call routing	X	
N-Way Calling		X
Offnet call delivery	X	
Outbound Caller ID Blocking		X
Outbound Caller ID Name*	X	
Outbound Caller ID Number*		X
Personal Phone Directory		X
Priority Alert		X
Privacy		X
RTT/TTY	X	
Selective Call Acceptance		X
Selective Call Rejection		X
Sequential Ring		X
Shared Call Appearance		X
Share Name ID	X	
Simultaneous Ring		X
SMS/MMS/RCS	X	
Speed Dial 100		X
User Web Portal		X
Video (Point to Point)		X
Visual Voicemail		X
Voicemail		X
VZW VoLTE call delivery	X	

Verizon Wireless offers this pricing utilizing the terms and conditions of the State of Florida ITN No. DMS-19/20-006 please contact your local Verizon Government Sales representative for additional information. ©Verizon2024.

- "x" defines responsible party

Key Definitions

***Inbound Caller ID Number** – This is supported and displayed as received by Verizon.

***Inbound Caller ID Name –** Receipt of Inbound CNAM is dependent on the wireless subscriber's active subscription to the *Premium Caller ID Calling Name* service offered by Verizon.

***Outbound Caller ID Number** – Supported through Microsoft Teams Caller ID Policy Settings.

***Outbound Caller ID Name** – Verizon Mobile for Microsoft Teams end users must use Verizon services to set outbound Caller ID Name (CNAM). Corporate accounts may update all lines with *Share Name ID* feature or use the *Company Name ID* service for individual line identification.

0. Charges

Charge Initiation. For each Verizon Mobile for Microsoft Teams line activated, Verizon will charge a monthly fee (Monthly Recurring Fee) for the Service, and Verizon will bill data, voice, and messaging charges based on your existing service plan. The charge will begin when the Service has been successfully added and the telephone numbers are available for assignment to any identified user setup by your Microsoft Teams administrator.

Charge Termination. Line level Monthly Recurring Fee will be stopped only when your Verizon administrator removes the Service from the given telephone number and associated voice service plan. Termination is not dependent on Microsoft Teams routing status and telephone number association.

General. Charges for international use may apply according to your Verizon Wireless calling plan. You may be assessed additional 911 surcharges if required by law, for up to a maximum of three devices on each mobile phone number during the applicable billing cycle.

0. **Emergency 911 Calls**

Description. 911 will be terminated by Verizon Wireless according to the end user's cellular geo- location if dialed from an assigned mobile device native dialer using the Verizon cellular network. If 911 is dialed from a Microsoft provided app on the phone, laptop, tablet, or desktop; or from a stationary desk IP Phone using a data network connection, the location defined for 911 by your Microsoft Administrator within Microsoft Teams will be used for routing purposes.

Microsoft Configuration. It is your responsibility to update the assigned 911 address for each user according to the management policies defined by Microsoft. If there is no address assigned within

Microsoft Teams for a user initiating a 911 call from a Microsoft Teams client application or connected IP phone, Verizon will complete the call into an Emergency Call Relay Center for live address determination and or verification.

Data or Wi-Fi Origination. When using a Verizon Mobile for Microsoft Teams desk phone or data connected app, voice functionality (including the ability to make 911 calls) will not be available during a power outage, connectivity failure or other service disruption. Note: the end user can make a 911 call over a Wi-Fi connection when using the Service, but is advised that 911 calls over a Wi-Fi connection will not work if there is a failure of the connection, electrical power, or the 911 system does not recognize the end user's address.

Emergency Calling Testing. Emergency calling testing for both native and ported numbers must be performed by you unless additional professional services are ordered via a separate Professional Services Order. You must ensure that a test emergency call is placed and that the address as shown in the relevant local emergency number management system is validated as being correct.

End User Notification. You are solely responsible for informing your end users about any emergency calling restrictions. Your failure to do so may result in emergency calls failing to be delivered or being sent to the wrong location and thus delay or preclude emergency service response, which could result in injury or death.

0. **Privacy**. We may use information about your use of the Service in accordance with the Verizon Privacy Policy.

Vendor Privacy. Verizon Mobile for Microsoft Teams enables Verizon wireless smartphone voice communications by routing calling through Microsoft Teams. When you enable this feature, Verizon shares information with Microsoft about end users, such as the phone number and call-related data. This information will be handled by Microsoft in accordance with Microsoft's privacy practices. You authorize Verizon to share your data with Microsoft and acknowledge that any customer requirements for data security will be covered under your separate agreement with Microsoft.

0. **Confidentiality**. You agree that any information (e.g., Microsoft Customer Tenant ID) that is shared with Verizon in configuring Verizon Mobile for Microsoft Teams will remain our Confidential Information.

0. Third Party Products

General. If you use any third party products or applications with Verizon Mobile for Microsoft Teams, you authorize us to share information with third parties, including Microsoft, that is necessary for these services to operate. Some information from those third party products or applications may be transmitted into your account with us if you authorize such transmissions (Third Party Account Information) and any such Third Party Account Information transmitted to our applications or services will then be covered by our Privacy Policy. You may opt not to disclose such information to us from third party products or applications, but keep in mind some information may be needed in order for you to take advantage of some or all of the applications' or products' intended features.

Disclaimer. With respect to all third party products and applications, you agree that: (1) we disclaim all warranties, express or implied, (2) we are not responsible and shall have no liability for such products or applications, and (3) you are solely responsible and liable for you and your end user's use of such products and applications.

0. Service Limitations

Services Compatibility. The Service is not compatible with certain Verizon services such as One Talk, Premium Voice Mail, Voice Mail Block, and Number Share. These services must be removed prior to feature enablement and may not be enabled while Verizon Mobile for Microsoft Teams service is active.

(x) 11 Services. Verizon will support all (N)11 services from the users assigned mobile device native dialer. Microsoft does not support the following (N)11 services from their managed calling applications or IP phones accessed over a data network: 211, 311, 511, 711, 811.

Dial Plan Conflicts. Microsoft Teams is responsible for all dial plan permissions. For any calling permissions that Verizon allows but Microsoft Teams does not allow, the Microsoft Teams PBX will be in control of that permission. This includes for international dialing/calling capability, and any caller ID specified

Short Dial. Verizon will not support short dialing from the Verizon wireless phone native dialer to another Microsoft Teams Enterprise user.

Voice Mail Removal and Retention. Adding the Verizon Mobile for Microsoft Teams feature will remove the Verizon voice mail associated to any existing and identified wireless line. It is your or your end user's responsibility to move and save any needed voicemail prior to activation of the Service with Verizon. Verizon does not guarantee that voice mail will be retained in any form. The end user will switch to Microsoft Teams provided voice mail and must setup according to established Microsoft configuration and procedures.

Wireless Priority Service. Wireless Priority Service (WPS) is impacted by call routing to Microsoft. Verizon will support WPS call prioritization at its radio access network. Such prioritization will be removed when the call is transferred to the Microsoft data network for call routing.

Network Performance Dependency. Call routing and overall quality of service is dependent upon Microsoft for completion. Verizon is not responsible for call traffic while it is in the Microsoft Azure data center(s) or network for routing and termination, nor if delivered through customer specific non- Verizon owned data networks for app or IP phone connectivity.

Domestic (US Based) Data Handling Dependency. You must address directly with Microsoft Teams their handling of your data.

0. Important Service Disclosures. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE IS IMPLEMENTED WITHOUT SPECIFIC CONTROLS THAT MAY GENERALLY BE REQUIRED OR CUSTOMARY FOR CUSTOMERS IN ANY PARTICULAR INDUSTRY AND ARE NOT DESIGNED TO SATISFY ANY SPECIFIC LEGAL OBLIGATIONS. YOU ARE SOLELY RESPONSIBLE FOR DETERMINING THAT THE SERVICE SATISFIES ANY LEGAL, REGULATORY OR CONTRACTUAL OBLIGATIONS YOU MAY HAVE. YOU AGREE THAT YOU AND YOUR END USERS WILL USE THE SERVICE IN ACCORDANCE WITH ALL APPLICABLE LAWS AND NOT TO USE THE SERVICE IN ANY MANNER THAT MAY IMPOSE LEGAL, REGULATORY OR CONTRACTUAL OBLIGATIONS ON US, OTHER THAN THOSE WITH WHICH WE HAVE EXPRESSLY AGREED TO COMPLY IN THIS ADDENDUM.

0. **Service.** We grant you a limited, non-exclusive, non-transferable license to use the Service solely as authorized in this Addendum. All rights regarding use of the Service are not expressly granted in this Addendum are reserved by Us and/or any third-party licensors.

You may not adapt, alter, modify, reverse engineer, de-compile, disassemble, translate, attempt to derive source code from or create derivative works of the Service, or otherwise tamper with or modify any security features or other Service components for any reason (or allow or help anyone else to do so). You also agree to follow all rules and policies applicable to the Service, including the installation of required or automated updates, modifications and obtaining available patches to address security, interoperability and/or performance issues.

Disclaimer of Warranty. THE SERVICE AND THIRD PARTY PRODUCTS ARE PROVIDED **"AS IS"** AND "**AS AVAILABLE**" WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND BY EITHER US, OUR AFFILIATES, OFFICERS, EMPLOYEES, LICENSORS, CONTRACTORS, AND AGENTS (TOGETHER, THE "**VERIZON PARTIES**"), INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT OR IMPLIED WARRANTIES OF

MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE VERIZON PARTIES AND ANY THIRD PARTY MOBILE APPLICATION STORE OPERATORS FROM WHICH YOU OR YOUR END USERS DOWNLOAD THE MICROSOFT TEAMS MOBILE APP OR THIRD PARTY PRODUCTS WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSSES OR DAMAGES OF ANY KIND OR ANY SECURITY ISSUES THAT MAY RESULT FROM YOU OR YOUR END USERS USE OF THE SERVICE. NO ADVICE OR INFORMATION GIVEN BY THE VERIZON PARTIES SHALL CREATE ANY WARRANTY HEREUNDER.

Verizon Push to Talk Responder (PTT Responder) Terms and Conditions

This Agreement is between you, as our Customer or End User, and Verizon Wireless ("**VZW**") and it sets forth the terms and conditions under which you agree to use and we agree to provide PTT Responder, a mission-critical push to talk solution (also known as the "Service"). By using or accessing PTT Responder, you accept these Terms & Conditions. VZW may change these terms and conditions from time to time as permitted by applicable law. By continuing to use the Service after VZW has notified you of changes, you are accepting those changes.

1. **Customer Agreement.** For business customers, PTT Responder is subject to your company's major account agreement with VZW.

2. **How the Service Works**. You can access PTT Responder in the following ways: (i) through a mobile application (the "**Mobile App**"), or (ii) by downloading computer software from the VZW website (the "**Computer Client**"). Not all PTT Responder service features are available through all access methods.

3. **Charges.** Your download of PTT Responder will be billed according to the applicable data plan. Your use of PTT Responder will be billed according to the monthly recurring fee that you agreed to pay, and use on certain devices will be billed according to the applicable data plan. For a list of those devices that will be billed according to your data plan, please see the Public Safety Services document attached

4. **Privacy.** VZW may use information about your activity in PTT Responder, subject to our Privacy Policy and applicable law attached hereto. .

5. **Licenses.** Mobile App, Computer Client, or any other executable associated with your access or use of PTT Responder is referred as "PTT Responder Software". You have a limited, non- exclusive, non-transferable license to use PTT Responder in the U.S. and the object code version of PTT Responder Software solely for the purposes for which it is provided and only in accordance with all documentation provided by VZW or its licensors or suppliers and, for the sake of clarity, is not for resale and is not sublicensable. The PTT Responder Software contains some programming, scripts, tools, modules, libraries, components, or other items that were developed using "Open Source" code, and information about these items is available in the attached Open Source document. . Nothing in this Agreement will be construed to limit any rights granted under such open source licenses.

6. **Maps.** If you are using PTT Responder Dispatcher Request Location from Client and PTT Responder Dispatch with MAP Integration as standalone products (not in conjunction with Push to Talk Plus), such use will require use of OpenStreetMap (© OpenStreetMap contributors). Use of OpenStreetMap within PTT Responder is subject to the Open Data

Commons Open Database License (ODbL) licensed by the OpenStreetMap Foundation (OSMF). Please refer to the attached Open Street map document. . The ODbL may be updated from time to time and are incorporated into these Terms and Conditions by reference, as if set forth fully herein. If you do not accept the ODbL including all limitations and restrictions therein as may be updated by OpenStreetMap from time to time, you may not use PTT Responder. Your use of the OpenStreetMap service within PTT Responder will constitute your acceptance of the ODbL. If there is a conflict between these Terms and that license, the ODbL license terms will control.

7. **Consent to Share Location Information.** PTT Responder Dispatcher Request Location from Client and PTT Responder Dispatch with MAP require sharing of your "Location Information" (data that can be used to describe, determine or identify the location of the mobile device you use while accessing PTT Responder). With your consent, your Location Information will be shared with your employer, for business purposes only.

8. **Additional Terms for Device Call Logging and Recording.** For PTT Responder, the Device Call Logging and Recording feature within PTT Responder permits your employer to log and record your calls while you are using a mobile device with PTT Responder. By using PTT Responder, you consent to calls on your mobile device being logged and recorded by your employer, and you consent to any person authorized by your employer listening to your conversation(s) for training and other legitimate business purposes. Employers shall restrict access to the Device Call Logging and Recording feature of PTT Responder to only authorized employees, who shall only use the feature during business hours for training and other legitimate business purposes.

9. **Restrictions on Use.** You may not, or allow others to (i) transfer, assign or sublicense its license rights to any other person or entity or use the PTT Responder Software on any equipment other than the equipment on which it was originally installed, and You acknowledges that any attempted transfer, assignment, sublicense or use shall be void; (ii) make error corrections to or otherwise modify or adapt the PTT Responder Software, create derivative works based upon the PTT Responder Software, or permit third parties to do the same; (iii) reverse engineer or decompile, decrypt, disassemble or otherwise reduce the PTT Responder Software to human-readable form or attempt to reconstruct or discover the source code, underlying ideas or algorithms of any components of the PTT Responder Software, except to the extent otherwise expressly permitted under applicable law notwithstanding this restriction;
(iv) use or permit the PTT Responder Software to be used to perform services for third parties, whether on a service bureau or time-sharing basis or otherwise, without the express written authorization of Verizon; (v) remove or obscure any proprietary notices from the PTT Responder Software, documentation or other materials furnished or made available hereunder; (vi) disclose, provide, or otherwise make available trade secrets contained within the PTT Responder Software and documentation in any form to any third party without the prior written consent of Verizon; (vii) enable any PTT Responder Software features or capacity (e.g., additional storage hours, agents, ports or mailboxes) which is licensed as separate products without Verizon's prior written consent; and/or (viii) permit or encourage any third party to do any of the foregoing. Customer shall implement reasonable security measures to protect such trade secrets.

10. **Termination**. VZW may terminate or discontinue PTT Responder at any time without notice, including if you breach these Terms and Conditions, subject to the applicable contracts disputes act if you are a government entity.

11. **Disclaimer of Warranty; Limitation on Liability.** PTT RESPONDER AND ANY INCLUDED SOFTWARE IS PROVIDED 'AS IS', WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND BY EITHER VZW OR ITS LICENSORS OR SUPPLIERS. VZW'S LIABILITY SHALL BE LIMITED AS SET FORTH IN THE CUSTOMER AGREEMENT (AND THE LIABILITY OF EACH VZW LICENSOR AND SUPPLIER SHALL BE LIMITED TO THE SAME EXTENT).

12. **Export Control.** You shall comply with all export laws and restrictions and regulations of the Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control ("OFAC"), or other United States or foreign agency or authority, and not export, or allow the export or re-export of PTT Responder in violation of any such restrictions, laws or regulations. By downloading or using PTT Responder, you agree to the foregoing and you represent and warrant that you are not located in, under the control of, or a national or resident of any restricted country or on any restricted parties list.

13. **Safety.** Please do not endanger yourself and others by using PTT Responder while driving or engaging in any other activity that requires your full attention.

Verizon RCS Terms of Service – Government Addendum

If you do not agree with these terms of service ("Terms"), you must stop using Verizon's RCS Service. You are responsible for your end users' compliance with these Terms. You can discontinue your use of RCS Service by turning off this setting in the messages app through which you access RCS Service, or by reaching out to your Verizon account representative and requesting that RCS Service be blocked. RCS Messages are transmitted over the Internet, and therefore you may incur data charges in connection with your use of RCS Service. Further, if the number with which you wish to exchange RCS Messages is not RCS eligible, your messages may be transmitted as standard text messages (SMS/MMS) instead, which will count toward your device's messaging plan.

RCS Service. RCS Service allows you to use Rich Communication Services protocol ("RCS") to send and receive messages ("RCS Messages"). RCS Messages are exchanged via telephone numbers and may go through other service providers (like carriers or other messaging apps) to reach those telephone numbers. Additionally, unlike SMS/MMS messages, which are native to Verizon's network, RCS Messages use third-party cloud service; this is inherent in RCS Service and cannot be changed. You agree that your device may occasionally be checked for RCS capabilities to ensure you can send and receive RCS Messages. Verizon may occasionally exchange your device information (including device identifiers or SIM card information) with its service providers to provide RCS Messages.

Eligibility. To use RCS Service, you must have an eligible device and messaging client and a valid U.S. mobile number, and you must agree to these Terms. RCS Service will not work if there are messaging or data blocks on your account. RCS Service is not currently compatible with Message Archiving, Priority and Preemption. Product compatibility may change without notice.

RCS Service is not HIPAA compliant and not designed for secure transmission or storage of personal healthcare information. Do not use RCS Service for the sending of confidential information or to store or transmit Protected Health Information (PHI) as defined in the Health Insurance Portability & Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act of 2009 and accompanying regulations (collectively "HIPAA").

RCS Service is not FedRAMP/StateRAMP authorized. RCS Service also does not include security or monitoring products or services, which must be purchased separately. You are responsible for keeping your device(s) secure.

In the event that the use case for any of your lines of service makes those lines ineligible for RCS Service, you must either turn off RCS Service in your messages app, or contact your Verizon account representative to request that RCS Service be blocked from those lines of service.

Changes to and Availability of RCS Service. Verizon may change, upgrade, improve, discontinue, suspend, or modify RCS Service or any part, supported devices or platforms, or any features at any time without notice. You agree that Verizon has no obligation to provide any feature or part of RCS Service and that we may suspend or discontinue RCS Service at any time in whole or in part at our discretion. RCS Service may be interrupted, including for maintenance, repairs, upgrades, new releases, network or equipment failures, or if we terminate or suspend your use of RCS Service. Events beyond our control may also affect RCS Service. RCS Service may be subject to outages, delays, and traffic congestion and there is a risk of non-delivery or delayed delivery. There are limitations to wireless messaging which by their nature do not permit or may delay the delivery of RCS Messages due to our network, a user's location, plan, permissions or connection. RCS Messages may not be successfully received or sent due to use of an incompatible device or carrier plan; a device may be turned off, out of range, or not working properly; a user's device storage may be full; or a carrier may have blocked RCS Message(s); there may be insufficient network capacity and/or interference due to equipment, terrain, proximity to buildings, foliage, and weather. Due to cellular coverage and system limitations, we do not guarantee the availability, security, reliability, delivery speed, or timeliness of RCS Message delivery.

Acceptable Use Policy. You must access and use RCS Service only for legal, authorized, and acceptable purposes. You may not use RCS Service in a way that violates, misappropriates, or infringes our rights nor those of others including privacy, publicity, intellectual property, or other rights, or that is illegal or harms Verizon, our users, or others. You agree that your use of RCS Service will comply with any applicable local, state, national, and international laws and regulations, including messaging laws, anti-spam, export control, intellectual property, and privacy laws. Verizon's failure to take any action shall not amount to a waiver of any right to enforce these Terms. You are solely responsible for the RCS Messages you send, receive, access, or transmit through RCS Service and Verizon is not liable for the same. You must not send unwanted messages through RCS Service which includes any content, links, or messaging that: amounts to spam (unsolicited bulk commercial messages) or "phishing" (messages intended to access private or confidential information through deception or otherwise); contains pyramid schemes or the like; contains executable files or links to other content; is premium or messaging that requires a subscription or surcharge; is harassing, bullying, libelous, defamatory, obscene, harmful, vulgar, tortious, encourages harm to children; celebrates, encourages, or depicts discrimination, harm, or violence; degrades, intimidates, encourages illegal conduct, dehumanizes, causes safety concerns; provides instructions on illegal activities; incites violence; is racially or ethnically offensive; causes consumer complaints; does not meet community standards; or is otherwise objectionable or inappropriate in the opinion of Verizon. You will not use RCS Service to create a false identity, provide false information, or otherwise attempt to mislead others as to identity or the origin of an RCS Message.
Verizon, other interconnected carriers, and our service providers may restrict, block, or throttle traffic. Verizon may suspend, alter, or terminate RCS Service for breach of this clause.

You agree to reasonably cooperate with us and/or any governmental authority in investigating any violation or prohibited use of RCS Service.

License Rights and Restrictions. You shall not, and shall not allow any third party to, (a) charge for, provide, lease, sell, resell, make available, or lend RCS Service in whole or in part to any third party; (b) use RCS Service for any unlawful or fraudulent purpose including, but not limited to, harvesting or collecting information about others (or attempting to), misrepresenting your identity, or infringing on others' copyrights; (c) breach these Terms or

Verizon's policies, including Verizon's Acceptable Use policy; or (d) use RCS Service in a way that interferes with, disrupts, damages, impacts, or inappropriately accesses RCS Service, servers, networks, or other properties or services of Verizon; harms or poses a risk to Verizon, our customers, or other users; attempts to bypass or breach any security mechanism or poses a security or service risk; may subject us or any third party to liability; or introduce any virus, Trojan horse, or any other malicious, harmful, or deleterious program. Verizon may terminate any user who breaches the requirements set forth in this section.

Suspension/Termination. Verizon may without notice suspend, terminate, limit, temporarily block access to, modify, or discontinue your use of RCS Service, including but not limited to: as part of Verizon maintenance; if we change, discontinue, or improve RCS Service; to prevent or manage any security issues or potential fraud; to protect or prevent harm to Verizon, our assets, systems, networks, other users, the public, or our suppliers; or due to the impact of any requirement, ruling, regulation, operational, or other government change impacting RCS Service. Such action may result in a loss or deletion of RCS Messages and/or loss of access to RCS Service, for which Verizon shall not be liable. Verizon shall have no liability for any damage, liabilities, losses (including loss of data, content, or profile), or any other consequences you incur as a result of any suspension, modification, limitation, or termination of RCS Service. Sections of these Terms relating to our license to you, restrictions, service limitations, disclaimer of warranty, copyright, intellectual property, limitation of liability, termination, and other terms that by their nature would apply post-termination shall continue to apply after termination of RCS Service.

Third Party Features and Terms. Our RCS Service may allow you to access, use, or interact with third party features, websites, apps, content, or services that are integrated with our RCS Service. Your use of RCS Service for certain features is subject to specific Terms of Use of those third parties. Your dealings or communications through our RCS Service with any party other than our RCS Service are solely between you and that third party. Under no circumstances will Verizon be liable for any goods, services, resources, or content available through such third party dealings or communications, or for any harm related thereto.

DISCLAIMER OF WARRANTY. YOUR USE OF RCS SERVICE IS AT YOUR OWN RISK AND IS PROVIDED "AS IS" AND "AS AVAILABLE". VERIZON AND ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, SUBSIDIARIES, AFFILIATES, THIRD PARTY LICENSORS, RCS SERVICE PROVIDERS, VENDORS, AGENTS, AND SUPPLIERS ("COVERED PARTIES"), DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, RCS MESSAGE DELIVERY OR TIMELINESS OF THE SAME; SECURITY MECHANISMS OR CONTROLS; SYNCHING, ACCURACY, COMPLETENESS, OR RELIABILITY; THAT RCS SERVICE WILL BE OPERATIONAL, ERROR FREE, SECURE, OR SAFE, OR WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, LOSS OF OR DAMAGE TO CONTENT, DATA, OR INFORMATION; FREE FROM COMPUTER VIRUS OR OTHER HARMFUL CODE; WILL MEET YOUR NEEDS OR EXPECTATIONS; OR WARRANTIES ARISING UNDER STATUTE. WE DO NOT CONTROL AND ARE NOT RESPONSIBLE FOR USER CONTENT, HOW USERS USE RCS SERVICE, OR ANY FEATURE OR INTERFACES WE PROVIDE. YOU ASSUME THE SOLE COST OF ANY RCS SERVICE AND REPAIR RELATING TO YOUR USE OF RCS SERVICE AND FOR ANY DAMAGE TO YOUR DEVICE(S), DATA, CONTENT, COMPUTER, OR OTHER SYSTEM RESULTING FROM USE OF RCS SERVICE. NO ADVICE OR INFORMATION, WRITTEN OR ORAL, SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT ALLOWED UNDER LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY SHALL VERIZON, ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, SUBSIDIARIES, AFFILIATES, RESELLERS, RCS SERVICE PROVIDERS, AGENTS, SUPPLIERS, OR THIRD PARTY LICENSORS ("COVERED PARTIES") BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DAMAGES, LOSSES, FEES, OR COSTS WHATSOEVER, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR EXEMPLARY, INCLUDING, WITHOUT LIMITATION, RELATING TO PERSONAL INJURY; DAMAGE TO PERSONAL PROPERTY; PRIVACY OR

PUBLICITY RIGHTS OF ANY NATURE; LOST PROFITS; LOST, INACCURATE, OR DAMAGED CONTENT/RCS MESSAGES OR DATA; LOST GOODWILL; LOST BUSINESS OR OTHER INTANGIBLE LOSSES; CONDUCT OF A THIRD PARTY; WORK STOPPAGE; OR COMPUTER OR DEVICE FAILURE OR MALFUNCTION THAT RELATES TO, IS A RESULT OF THE USE OF OR INABILITY TO USE RCS SERVICE OR ANY FEATURE. COVERED PARTIES SHALL AT NO TIME BE LIABLE FOR ANY DAMAGE, LOSS, OR INJURY AS A RESULT OF HACKING, TAMPERING, OR OTHER UNAUTHORIZED RCS SERVICE ACCESS OR USE.

Driving Safety. Verizon is not responsible for use of RCS Service while driving, including with automated auto services in your vehicle that may read, display, and/or send text or voice messages. Safe driving is your responsibility.

Verizon Wireless Network Performance Service Addendum

1. **Service Description**. Verizon Wireless will provide Customer with Wireless Network Performance, which is a self-service tool that provides certain network transparency, including, but not limited to, device, account experience and additional features as described herein (the "Service"). The purpose of this tool is to assist customers make faster decisions with more information about the Verizon network. Key functionalities include near-real time LTE, device and account experience, and site proximity information.

2. **Service Features.** The Service includes basic and premium features. Premium can be added for an additional fee.
   - **2.1. Basic features.** Basic features include the following:
     - **2.1.1. Ticket Tracking.** Shows the number of network tickets in open status and the number of tickets opened in the last 30 days.
     - **2.1.2. Unplanned Events.** Near real-time network events displayed on a map, hover over to get more details.
     - **2.1.3. Planned Maintenance.** Details of planned maintenances in the next 2 weeks (data updates every 30 minutes). Table shows planned maintenance detail for the specific customer.
     - **2.1.4. Data Usage.** Shows the enterprise level data usage for the time period of the 15th to the 14th of each month.
     - **2.1.5. Device Models.** Bar chart for the top 10 devices used by the enterprise customer.
     - **2.1.6. Static Coverage Map.** Verizon static coverage maps for 1X, EVDO, LTE, 5G (where available) AWS, CatM, 1X roaming and EVDO roaming.
   - **2.2. Premium features.** Premium features include all of the basic features in addition to the following:

2.2.1. **Experience.** Single device's overall performance, score trend and anomaly devices. Users can access decision tree to see components making up the score.

2.2.2. **Site Proximity.** Shows the azimuth and approximate distance for the nearest servicing nodes

2.2.3. **Near-Real Time LTE coverage.** Provides map of LTE network coverage, updated about every 15 minutes.

2.2.4. **Device Location.** Shows the general location (within 1000 meters) of connected 3G and 4G devices

2.2.5. **Connected Devices.** Number of devices connected to the network in the last one hour.

2.2.6. **Weather Overlays.** Provides weather overlays, including radar from last 2 hours.

2.2.7. **Custom map Analytics.** Check network and device analytics in a selected custom service area (Network Event Analytics and Impacted devices).

2.2.8. **Service Notifications.** Virtualized self-portal for setting up custom alert on different features.

2.2.9. **Service Diagnostics Tool.** Device level troubleshooting reports.

3. **Service Limitations.** The coverage maps depicted are not a guarantee of coverage and may contain areas with no service. These maps reflect a general depiction of predicted and approximate wireless coverage of the Verizon Wireless Network and the networks of other carriers. Even within a coverage area, there are many factors, including a customer's equipment, terrain, proximity to buildings, foliage, and weather that may impact service. An all-digital device will not operate or be able to make 911 calls when digital service is not available. Some of the coverage area includes networks run by other carriers whose coverage depiction is based on their information and public sources, and we cannot ensure its accuracy. Although some alerts displayed on this service may generally impact your coverage area, your wireless service may not be affected. Some alerts reflect scheduled maintenance and have no impact on services. Your authorized contact will receive notifications regarding potential outage impacts.

4. **Customer Obligations.**

4.1. Customer should use the user's guide before contacting Verizon Wireless for support. The user's guide contains many helpful tools and can be accessed by clicking on the question mark icon in the upper right corner of the tool.

4.2. Customer must provide its users access to the Wireless Network Performance tool through My Business. Customer acknowledges and agrees that the provision of such access to individual users will allow such users to have access to the Device Location feature, if Customer selects the Premium option. Customer shall be solely responsible for any use by its users of that Device Location functionality, including, but not limited to, providing any training that may be required regarding the appropriate business use of such functionality and ensuring compliance with the terms of section 6 below.

5. **Fees.** Customer can select between the basic and premium packages (the "Fees"). The Fees are set forth in Exhibit A for the features described in Section 2 above. Customer can choose between monthly or annual billing and can choose the auto renewal option. Customer may change its subscription to the Service within the MyBusiness portal as described in this Section 5. If Customer chooses the monthly billing option, Customer can upgrade to the annual billing and such upgrade will be effective at the beginning of the next monthly billing cycle. Customer acknowledges that in the event of such an upgrade, Customer's monthly charge for the current month will not be prorated. If Customer is on the monthly billing plan, the monthly fee will be determined on the billing cycle date based on the number of active Devices that are on the same profile/Company ID and

billing cycle. Any Active devices that are added or removed from Customer's account during a billing cycle will incur the monthly charge associated with such active devices, which will be reflected on the invoice for the following monthly billing cycle. If Customer selects annual billing, Customer will incur a one-time charge that will be included in Customer's next monthly invoice. If Customer requests a change from annual to monthly billing, Customer may only make such a selection at the end of the annual term and prior to such term auto renewing, if Customer selected the auto-renew option. For such a change from annual to monthly billing to be effective, Customer must cancel annual billing at the end of the annual billing term and place a new order for monthly billing. For any Customer requested downgrade from the Premium to Basic package, Customer must cancel the Premium package and place a new order for the Basic package. For any Customer requested upgrade from Basic to the Premium package, the monthly fee will be prorated.

6. **Privacy; Notice and Consent**. **"Mobile Device"** (means any mobile device, including, but not limited to, smartphones, tablets, smartwatches or other wearables, laptops and netbook computers) that Customer provides to its End Users with Verizon Wireless MTNs. **"End User"** means any person (e.g., employee, contractor) to whom Customer has provided a Mobile Device and whose Location Information can be viewed by Customer using the Wireless Network Performance Service. **"Location Information"** means data that can be used to describe, determine or identify the location of the Mobile Device. Location Information may be presented in many forms such as latitude/longitude data, cell site/sector data, WiFi SSID, device signal strength or other format regardless of accuracy, type or source. Customer will be able to access information about all Mobile Devices associated with Customer's Verizon Wireless account.

   6.1. **Customer will obtain affirmative, opt-in consent from End Users as appropriate to access, use, copy, store, collect or disclose Location Information**. Customer will not access, use, copy, store or disclose any Location Information until the consent outlined below has been obtained. Customer shall ensure that each End User is provided with clear, conspicuous and comprehensive notice about how Location Information will be accessed, used, copied, stored, collected or disclosed by Customer and/or third parties (as applicable) in Customer's privacy policy and ensure that such notice is presented to End Users for acceptance prior to use of the Service and readily available and easily accessible by End Users. Depending upon the type of service and the means by which the notices can be presented to the End User, the notices shall be displayed on a device, a website or a formal written paper contract or other mechanism as appropriate.

   6.2. **Revocation of Consent**. As appropriate, Customer will ensure that each End User may deny, revoke or withdraw consent, through readily available means and/or mechanisms at any time. If consent is denied, revoked or withdrawn, Customer may not access or collect End User's Location Information or perform any other actions for which the End User's consent has been denied, revoked or withdrawn.

   6.3. **Use and Storage of Location Information**. Customer may only use Location Information for the sole purpose of using the Service and as provided in the notice to the End User and shall only access, use, disclose and maintain Location Information as long as notice, consent and all other legal and End User requirements have been satisfied and maintained. Location Information shall not be accessed, used, copied, stored or disclosed for any other purpose without the explicit prior consent of the End User. Verizon does not provide Customer with access to any stored Location Information.

   6.4. **Privacy and Safeguard Considerations**. Customer must implement security measures and safeguards that protect End User privacy and safety. It may be necessary to encrypt Location

Information, provide periodic notices to End Users, send reminder messages to End Users, utilize audible, visual or other types of notifications and/or implement report abuse processes as appropriate in order to mitigate the risk of End Users being located without their knowledge and consent.

6.5. Record Retention. Customer must maintain records of any notice, consent and revocation for as long as the Wireless Network Performance Services are in use, plus an additional five (5) years. VZW can request this information at any time and it shall be provided to VZW within seven (7) business days of request.

7. Customer Representations and Warranties. Customer understands and agrees that Customer and any Customer agents and representatives may be subject to additional unanticipated obligations and legal requirements as a result of developing, distributing, operating or permitting distribution and/or use of the Service. In addition and supplemental to Customer's compliance with laws and obligations under the Agreement, the Service must, at all times, comply with all applicable federal, state and local government laws, criminal, civil and statutory laws, rules and regulations, industry practices, third party guidelines, policies and requirements, including but not limited to (a) all applicable consumer protection, marketing, data security, export and privacy laws, (b) Federal Trade Commission Privacy Initiatives, and (c) the CTIA Best Practices and Guidelines for Location- Based Services.

Verizon Wireless Private Network Terms and Conditions

1. **Verizon Wireless Private Network Service ("Private Network"):** Private Network extends Customer's IP network to its wireless equipment by segregating the data between such devices and Customer's servers from the public Internet (the "Internet"). Customer's use of Private Network is subject to the Private Network Roles and Responsibilities Customer Guidelines, which are available from your Sales representative.
2. **Customer Minimum Line Requirement:** Customer must maintain a minimum of 100 Machine- to-Machine lines at all times during the term of its Agreement in order to remain eligible for Private Network. If Customer falls below the 100-line minimum, Verizon Wireless reserves the right to discontinue Private Network for non-use.
3. **Connection to Verizon Wireless Facility:** Customer must establish a direct-connect circuit from its facilities to Verizon Wireless's facilities by the use of Virtual Private Network, Verizon Private IP, or Fixed End System connections. Customer is solely responsible for making arrangements with a local access provider for installation and ongoing maintenance of such a connection, with sufficient data throughput to meet Customer's anticipated data needs. Customer is also responsible for all charges incurred directly or through a third party associated with establishing the connection, as well as for accessing Private Network, including Internet access fees, hardware, software, license fees, and telecommunications charges.
4. **Customer Provided Equipment ("CPE"):** Customer must procure routers and any other CPE that meet Verizon Wireless requirements for Private Network connectivity. Customer is responsible for ensuring any CPE meets its data capacity and throughput needs.
5. **IP Addresses:** Customer is responsible for procuring private IP addresses, which must be communicated to Verizon Wireless during implementation. Private Network supports static and dynamic addressing for 1X service and/or EVDO service; 4G LTE service; and Internet addressing system Internet Protocol version 4. Direct Internet access requires static IP addressing.

6. **Dynamic Mobile Network Routing ("DMNR"):** DMNR allows configuration of Private Network for dynamic routing to the subnets it serves (up to eight) to other devices on Customer's network and as support for mobile or stationary routers. DMNR is based off Mobile IPv4-based Network Mobility protocol and requires the router to be configured to support this capability. Customer is responsible for any charges associated with the customization of its CPE to support DMNR.
7. **Service Based Access ("SBA"):** SBA is an optional configuration of Private Network that enables customers to access Verizon's Visual Voice Mail; multimedia messaging services; and 3G location-based services assisted Global Positioning System. Customer is responsible for any charges associated with the customization of its CPE to support SBA.

Verizon Wireless Private Network Traffic Management

8. **Private Network Traffic Management (PNTM):** PNTM allows Customer to configure its Private Network to allow differentiated Quality of Service (QoS) by application over Verizon Wireless's LTE network using standards-based IP packet marking. Customer can identify applications on its 4G LTE devices to get priority QoS over its Private Network. Verizon Wireless makes no guarantee of PNTM bandwidth allocations, which are subject to the limitations of wireless service availability as detailed in the Agreement. Customer is responsible for any charges associated with the customization of its CPE to support PNTM.

    a. **PNTM for Public Safety:** Eligible public safety accounts can take advantage of priority access to a data channel over the Wireless Service for its data traffic during times of heavy network demand. While PNTM for Public Safety enables a dedicated data channel, Verizon Wireless makes no guarantee of Wireless Service availability, which is subject to the limitations of wireless service availability as detailed in the Agreement. PNTM for Public Safety is only available to Customers approved by Verizon Wireless that qualify as Public Safety Entities classified by the following Qualifying Public Safety NAICS codes a) 621910 Ambulance Services; b) 922110 Courts; c) 22120 Police Protection; d) 922130 Legal Counsel and Prosecution; e) 922140 Correctional Institutions; f) 922150 Parole Offices and Probation Offices; g) Fire Protection; h) 922190 Other Justice, Public Order, and Safety Activities or i) National Security.

9. **Customer Private Network Contact:** Customer must designate a Private Network representative and provide contact information, including a phone number and email address. The Private Network contact will work with the Verizon Wireless solution engineer through the Private Network implementation and testing processes detailed below. The contact shall be available during business hours and any other time period that Customer utilizes Private Network for the purpose of assisting to resolve service problems and trouble shooting.
10. **Private Network Implementation and Testing:** Verizon Wireless will implement Customer's Private Network, which requires Customer to a) provide any information (e.g., account numbers, IP address ranges, router/CPE information) necessary to compete the Private Network Connectivity Form; b) participate in a Private Network turn-up call to ensure that CPE is properly configured to support the Private Network connection; and c) participate in a Solution Validation call to confirm that Private Network is working properly from Verizon Wireless to Customer's applications.
11. **Wireless Devices/Network Access:** Customer must use Private Network-compatible end- user Equipment and at Customer's expense must submit any devices not identified as Private Network compatible to Verizon Wireless, for network testing and Private Network certification.

Private Network functionality is available on the Verizon Wireless 3G and 4G data network, subject to the limitations defined in this Addendum. While Private Network functionality may also be available on the networks of Verizon Wireless's domestic and international roaming partners, Verizon Wireless makes no representation of Private Network availability or reliability on such networks.

12. **Permitted Use/Fraud:** Customer shall use Private Network only for lawful purposes and shall not send or enable via the Private Network connection, by way of example, any SPAM, viruses, worms, trap doors, back doors or timers, nor shall Customer engage in any mail-bombing or spoofing via Private Network. Customer is responsible for the security of its network and end- user devices and is responsible for any unauthorized access to the Private Network. Verizon Wireless will treat any traffic over the Private Network as authorized by Customer. Verizon Wireless reserves the right but is not obligated to filter fraudulent usage.
13. **Maintenance/Service Changes/Termination of Private Network Service:** Verizon Wireless may limit access to Private Network in order to perform maintenance to the service and will use reasonable efforts to provide Customer with prior notice of such maintenance. With reasonable advance notice, Verizon Wireless has the right to modify and reconfigure Private Network as it deems necessary to enhance Customer's experience or to safeguard the Verizon Wireless network. In addition, VERIZON WIRELESS CAN WITHOUT NOTICE LIMIT, SUSPEND OR CANCEL CUSTOMER'S ACCESS TO OR USE OF PRIVATE NETWORK IF CUSTOMER VIOLATES THE RESTRICTIONS OF THIS ADDENDUM OR FOR GOOD
CAUSE. Good cause includes (a) breach of the terms of this Addendum or the Agreement; (b) unlawful use of Private Network; (c) using Private Network in a way that adversely affects the Verizon Wireless network or Verizon Wireless's customers; (d) breach of an obligation of Customer to comply with any applicable federal, state and local government laws, rules and regulations, industry practices, third-party guidelines, or other applicable policies and requirements; (e) the suspension or termination by any governmental body of competent jurisdiction of Customer's service or the institution of a requirement, ruling or regulation that conflicts with this Addendum; or (f) for operational or governmental reasons.
14. **No Warranties:** Verizon Wireless makes no warranties, express or implied, with respect to Private Network, which it provides to Customer on an "AS IS" basis "WITH ALL FAULTS" and "AS AVAILABLE." The accuracy, timeliness, completeness, suitability, or availability of any aspect of Private Network cannot be guaranteed. THE IMPLIED WARRANTIES OF MERCHANTABILTY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT
ARE HEREBY EXPRESSLY DISCLAIMED IN THEIR ENTIRETY. The foregoing limitations, exclusions and disclaimers shall apply to the maximum extent permitted by applicable law. Verizon Wireless makes no representation that it supports any service levels with respect to the availability, performance, capacity, uptime or any similar metrics of Private Network.
15. **NO RESELLING**: Customer cannot resell Private Network /Private Network Traffic Management service(s) or allow third parties to use Private Network/Private Network Traffic Management service(s) or access Private Network/Private Network Traffic Management service(s) without prior written permission from Verizon Wireless.
16. **Subject to the Customer's Government Agreement:** The terms of this Addendum supplement the Customer's Government Agreement. The terms of the Agreement are applicable to Customer's use of Private Network. If there are any inconsistencies between the terms of this Addendum and the Customer's Government Agreement, the terms of this Addendum shall control with respect to Private Network.

Revision History		
Version	**Date**	**Description**
1.0	2/12/21	Pricing Offer
2.0	5/14/21	Best and Final Offer
2.1	4/1/22	ADDED • 5G Business Internet Ultra Wideband Plan (C-Band) for Public Sector REVISED/REMOVED • Employee Discount Supplement. The following sentence is deleted in its entirety from this section; "It is Verizon's intent to continue offering its Employee Program consistent with the terms and conditions provided under the current DMS10/11- 008C contract, Exhibit 7"
2.2	May 2, 2022	ADDED: • DoForms • Wireless Network Performance REMOVED: • Canvas • The PTT Codes Revised/Updated: • One Talk • MobileIron • Samsung Knox • Network Fleet • VZ Mobile Device Management to Include Pro Services
2.3	July 7, 2022	ADDED: • Business Unlimited Plus Data Device Plan • Business Unlimited Tablet Pro Plan • Group Command Software SKUs • Group Advanced Software SKUs • Push To Talk Plus Group Command Feature Only • Push To Talk Plus Group Advanced Feature Only Revised/Updated: • Group First Response for National Security, Public Safety, and First Responders • Group First Response for Non Public Safety Customers • Group First Response Dispatch and Video Bundles • IBM MaaS360 Enterprise Mobility Management

2.4	Nov 17, 2022	Added: • EFAX • EMAG Revised/Updated: • TravelPass • Secure Cloud Gateway • Verizon MDM
2.5	February 22, 2023	Add: • Florida MBB FWA Plans – Public Safety • Florida MBB FWA Plan • 4G FWA Back-up Mobile Broadband Plan
2.6	March 31, 2023	Revision/Update: • 4G FWA Mobile Broadband Plan • Verizon Connect NWF • Netmotion (Absolute NetMotion) • Zero Trust Dynamic Accent (Formerly Secure Cloud Gateway) • Verizon MDM • 4G/5G Unlimited Smartphone Plan with Mobile Broadband Priority and Preemption • Custom 4G Unlimited Mobile Broadband
2.7	May 15, 2023	Add: • Verizon Mobile for Microsoft Teams • Intrepid Network
2.8	August 15, 2023	Add: • Connected Solutions Group – PotSolve by CSG • MarketSpark • 4G FWA POTS Backup Plan $15 1GB Revision/Update: • Lookout Mobile Endpoint Security
2.9	November 28, 2023	Add: • Government 5G UWB Unlimited Tablet Plan • Government 5G UWB Unlimited Connected Laptop Plan • Government 5G UWB Mobile Broadband Tablet Share Plan • Custom Public Safety 4G/5G UWB Mobile Broadband Unlimited Primary Access Plan with Mobile Broadband Priority and Preemption • Government 5G UWB Unlimited Jetpack/MiFi Data Device Plan
2.10	February 02, 2024	Add: • Custom 4G Unlimited Mobile Broadband Plan for Laptops with Mobile Broadband Priority and Preemption for Public Safety
2.11	April 26, 2024	Add: • 5G Public Sector 2nd Number Smartphone Backup Plan • 5G Public Safety 2nd Number Smartphone Backup Plan • 5G UWB Jetpack – MiFi Unlimited Plan with Priority and Preemption for Public Safety • 5G UWB Unlimited Tablet Plan1 with Priority and Preemption for Public Safety • 5G UWB Unlimited Connected Laptop Plan1 with Priority and Preemption for Public Safety • 5G UWB Jetpack – MiFi Unlimited Plan with Priority and Preemption for First Responders • 5G UWB Unlimited Tablet Plan1 with Priority and Preemption for First Responders

		• 5G UWB Unlimited Connected Laptop Plan 1 with Priority and Preemption for First Responders Revision/Update: • Plan 20664/53925 plan to add additional eligible NAICs codes. • Plan 16810 plan to include optional PTT feature
2.12	October 03, 2024	Add: • 5G Business Internet UWB 200Mbps (C-Band) Plan for Public Sector • Custom 4G/5G Verizon Wireless Smartphone Plan for National Security, Public Safety, and First Responders Revision/Update: • Custom 4G Unlimited Smartphone Plan for Public Sector • 5G UWB Jetpack-Mifi Unlimited Public Safety Plan • 5G UWB Tablet Unlimited Public Safety Plan • 5G UWB Laptop Unlimited Public Safety Plan • 5G UWB Jetpack-Mifi Unlimited First Responder Plan • 5G UWB Tablet Unlimited First Responder Plan • 5G UWB Laptop Unlimited First Responder Plan • 5G Public Safety 2nd Number Smartphone Backup Plan • 4G/5G Unlimited Public Safety Smartphone Plan • 4G Unlimited Public Safety Basic Phone Plan • 4G Unlimited Mobile Broadband Public Safety Plan • 4G Unlimited Push to Talk Public Safety Plan • Mobile Broadband Priority Feature • 4G/5G UWB Public Safety Mobile Broadband Unlimited Primary Access Plan • Preemption Service Feature for Public Safety • 4G Unlimited Mobile Broadband Public Safety Plan with Priority & Preemption • Group First Response • Push to Talk • 4G Numbershare Unlimited Plan • Basic Phone Unlimited Talk Plus 500 MB Plan • Custom Wireless Home Phone Connect Plan • Market Spark • Mobile Iron • Verizon MDM • 5G UWB Bolt-on Feature • Custom Wireless Home Phone Connect Plan Removed: • LTE Business Internet 10 Mbps M2M plans • Local Network Command
2.13	November 19, 2024	Add: • 3rd Eye Technology • Custom Business Travel Pass Feature Revision/Update: • State of Florida Custom Per Unit Plans and Features • 4G Basic Phone Push to Talk Plus (PTT+) Only Plan • State of Florida Nationwide Voice Calling Share Plans: Basic Phones Only • State of Florida Nationwide Voice Calling Share Plans: Smartphones Only • Custom State of Florida Nationwide Voice Calling Plans • Flexible Business Plans For Basic & Smartphones • Custom State of Florida 4G Mobile Broadband Data Share Plans for Tablets • Flexible Business Plans For Data Devices • Flexible Business Plans For Data Devices - Connected Device/ Internet

		with Voice Plans • Custom Flat Rate Mobile Broadband – Government • Custom Mobile Broadband Plan II – Government Government Subscribers Only • Business Unlimited Plus Data Device Plan • Business Unlimited Tablet Pro Plan • Custom State of Florida Nationwide Machine to Machine (M2M) • Machine to Machine (M2M) Share Group 1 Plans - Low Usage • Machine to Machine (M2M) Share Group 2 Plans - High Usage • Machine to Machine Wireless Backup Router Plan • Public Sector Mobile Broadband Machine to Machine (M2M) Share Plans • 4G Business Travel Pass • Asavie Removed: • Custom 4G/5G Unlimited Smartphone Plan with Mobile Broadband Priority and Preemption for National Security, Public Safety, and First Responders
2.14		Add: • Custom Nationwide "Keep Active" Mobile Broadband Plan • New One Talk Tiered Pricing Removed: • Legacy One Talk Pricing • Network Fleet
2.15	May 9, 2025	Add: • Custom 4G/5G Unlimited Smartphone Plan for Public Sector Plan # 61576 (pg 10) • Modify Plan 69600 SPO from $3.00 to $0.00 (pg 35) • Verizon Frontline Network Slice $40 First Responder Plan # 77158 (pg. 50) • USA Only 4G/5G Unlimited Smartphone Plan #79602 (pg 37) Removed: • Custom 4G Smartphone Plan for Public Sector Plan #13656 (pg 10)
2.16	June 26, 2025	Add: • 4G Nationwide Push to Talk Plus Only Plan #94244/92857 (pg 6)
2.17	July 25, 2025	Add: • 4G/5G Public Safety Bodycam Shared Data Plans National Security, Public Safety, and First Responders #63689 (pg 50) • Enhanced Messaging Plans #67772 (pg 54) • RCS Terms of Service (pg 219) Revision/Update: • Individual-Liable Service Pricing Discount (pg 3) • Government 5G UWB Unlimited Tablet Plan #70989 (pg 17) • 5G Business Internet Ultra Wideband Plan 200 Mbps (C-Band) for Public Sector #73757 (pg 22) • 4G Machine-to-Machine Wireless Backup Router Plan #86848 (pg 25) • Custom Single Rate Domestic 4G Unlimited Voice and Messaging with Shared Data Smartphone Plans and International Travel #95266 (pg 33) • Custom 4G/5G Verizon Wireless Smartphone Plan for National Security, Public Safety, and First Responders #69600 (pg 35)

		• Custom 4G/5G Unlimited Smartphone Plan with Mobile Broadband Priority and Preemption for National Security, Public Safety, and First Responders - USA Only #79602 (pg 36) • Custom 4G Unlimited Mobile Broadband Plan with Mobile Broadband Priority and Preemption for National Security, Public Safety, and First Responders # 20664 (pg 37) • Custom Public Safety 4G/5G UWB Mobile Broadband Unlimited Primary Access Plan #70996 (pg 39) • Custom 4G Unlimited Mobile Broadband Plan for Laptops with Mobile Broadband Priority and Preemption for Public Safety #73728 (pg 40) • 5G UWB Unlimited Tablet Plan with Priority and Preemption for Public Safety #73944 (pg 41) • 5G UWB Unlimited Connected Laptop Plan with Priority and Preemption for Public Safety #73964 (pg 42) • 5G UWB Jetpack – MiFi Unlimited Plan with Priority and Preemption for Public Safety #73977 (pg 43) • 5G UWB Unlimited Tablet Plan with Priority and Preemption for First Responders #80071 (pg 44) • 5G UWB Unlimited Connected Laptop Plan with Priority and Preemption for First Responders #80076 (pg 45) • 5G UWB Jetpack – MiFi Unlimited Plan with Priority and Preemption for First Responders #80081 (pg 46) • 5G Public Safety 2nd Number Smartphone Backup Plan #75088 (pg 47) • Mobile Broadband Priority Feature for National Security, Public Safety, and First Responders #86124 (pg 47) • Verizon Wireless Preemption Service Feature for National Security, Public Safety, and First Responders #86428 (pg 48) • MarketSpark (pg 100 & 184) Removed: • Enhanced Messaging Features #22119 (pg 127) • Custom State of Florida Field Force Manager Features #75681 (pg 91)
2.18	December 1, 2025	Add: • 4G FWA Back-up Mobile Broadband Share Plan with Voice # 65211 (pg 23) • Reveal (pg 114) • VCF Services – Terms and Conditions (pg 211) Revision/Update: • Custom Public Safety 4G/5G UWB Mobile Broadband Unlimited Primary Access Plan #70996 (pg 40) • Verizon Frontline Network Slice #77158 (pg 50)

REGION 14
EDUCATIONAL SERVICE AGENCY (ESC)

Contract 152615

for

Telecommunication Services

with

Granite Telecommunications, LLC

Effective: July 1, 2024

The following documents comprise the executed contract between Region 14 Educational Service Center (ESC) and Granite Telecommunications, LLC effective 7/1/2024

I. Signed Offer and Acceptance
II. Supplier's Response to the RFP, incorporated by reference

DocuSign Envelope ID: 497DD798-6E6F-4319-8537-C9B30F7E02C6

Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

June 11, 2024

Michael Galvin
Chief Administrator Officer
Granite Telecommunications, LLC
100 Newport Ave Ext
Quincy, MA 02171
Sent via email to: goctproposals@granitenet.com

Re: Award of Contract #152615 Telecommunication Services

Dear Mr. Galvin:

Region 14 Education Service Center is happy to announce that Granite Telecommunications, LLC has been awarded Contract #152615 based on the proposal submitted to Region 14 ESC in response to RFP 24-S866 Telecommunication Services. As stated in the RFP, VI. Signature Form, this contract award letter is the countersignature to Granite Telecommunications, LLC response and provides Region 14's acceptance of the response and establishes the contract.

The contract is effective July 1, 2024. The contract may be renewed in accordance with the contract terms and conditions.

We look forward to a long and successful partnership.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

DocuSigned by:
Emily Jeffrey
4FE64E70707547B...
Emily Jeffrey
Region 14, Chief Financial Officer

OMNIA Partners and Region 14 Education Service Center

Request for Proposal (RFP) for Telecommunication Services

RFP 24-S866

Submitted to: OMNIA Partners and Region 14 Education Service Center

Submitted by:
Granite Telecommunications, LLC
Address: 100 Newport Ave. Ext.
Quincy, MA 02171
POC: Caitie Veech
Phone: (561) 246 – 6656
Email: govtproposals@granitenet.com
Fax: (617) 328-0312

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Granite Telecommunications, LLC
100 Newport Avenue Ext.
Quincy, MA 02171
www.granitenet.com
Customer Service: 866-847-5500

4 APR 2024

Attention: Region 14 Education Service Center
Subject: Request for Proposal (RFP) for Telecommunication Services
Reference: RFP 24-S866

Dear OMNIA Partners and Region 14 Education Service Center,

Granite Telecommunications, LLC ("Granite"), is pleased to provide its proposal to Region 14 Education Service Center ("Region 14 ESC") in response to the referenced Solicitation, entitled Request for Proposal (RFP) for Telecommunication Services. Granite has the experience, capability, and resources necessary to provide the services requested. Further information about Granite, its service offerings and capabilities are included on Granite's website at www.granitenet.com.
Please note: the following specific contract clarifications, conditions, and assumptions shall apply.

1. Granite's representations and certifications have been completed electronically at https://sam.gov.
2. This proposal shall remain valid for a period of 120 days from the date of this letter.
3. Any items not expressly covered in the resulting contract are subject to the general terms and conditions of service set forth at www.granitenet.com/legal.

If you have any questions or require additional information, please contact Caitie Veech at (561) 246 – 6656 or via email at govtproposals@granitenet.com. We look forward to working with you.

Sincerely,

Caitie Veech

Caitie Veech | Proposal Specialist

Granite Telecommunications, LLC

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1 SECTION 1 – SIGNATURE FORM

VI. SIGNATURE FORM

A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective supplier must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. A contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless conspicuously noted by the supplier following the requirements of Deviations and Exceptions section in the Instructions to Suppliers. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this response in collusion with any other supplier and that the contents of this proposal as to prices, terms or conditions of this response have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Granite Telecommunications, LLC.
Company Name

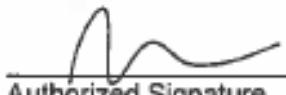
100 Newport Ave Ext.
Address

Quincy | MA | 02171
City | State | Zip

866-847-1500 | 833-871-8320
Telephone Number | Fax Number

GovtProposals@Granitenet.com
Email Address

Michael Galvin | Chief Administrative Officer
Printed Name | Position


Authorized Signature

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

2 SECTION 2 – PRICING

Availability of Services and Pricing

Provide pricing for services, warranties, etc. supplier proposes to offer. Price lists provided will be used to establish both the extent of a supplier's product lines, services, warranties, etc. available from the supplier and the pricing per item. Pricing should be based on a discount from a manufacturer's price list or catalog, or fixed price, or combination of both. Multiple percentage discounts are acceptable if, where different discounts apply, the different percentages are specified. Electronic Catalog and/or price lists should accompany the proposal. Additional pricing and/or discounts may be included. Suppliers may elect to limit their proposals to any category or categories.

Granite acknowledges and complies with this request. Granite has provided price lists in accordance with these requirements.

For transparency purposes and to ensure that Region 14 ESC and OMNIA Partners have access to similar or better products and services that are currently offered on other Public Agency agreements or procurement vehicles, Granite is providing its Telecommunication Services offering with the following considerations:

a. Granite has provided its pricing for Telecommunication Services as, **Attachment A - Region 14 Contract Price List**
b. Pricing is provided for all requested products and services at "Not to Exceed" or "Ceiling" rates
c. Standard shipping is included in all offered pricing at no additional cost to the customer; expedited shipping will be separately assessed and charged as applicable.
d. For services, Granite makes every best effort to offer lower pricing than those listed at the "Not to Exceed" or "Ceiling" rates. Granite is typically able to offer [redacted] Granite will additionally offer discounts based on quantity ordered and individual agency needs or restrictions, and assessed on a case by case basis
e. To ensure that customers can verify they receive the best Contract price available, Granite will deliver similar rates to those currently offered by Granite on the General Services Administration, Multiple Award Schedule Agreement (Contract Number: GS-35F-208BA) and those currently offered by Granite on the OMNIA Partners, Public Sector Contracts (Contract Numbers: R200901 and 01-99).
f. Granite will offer customizable invoicing and flexible payment terms (typically Net-30 as a standard) to ensure that Public Agency customers have the flexibility they need with their budget, in addition to the necessary reporting requirements—which can often change agency by agency
g. Granite works diligently to ensure we are offering the most competitive prices possible to Public Agency customers at any given time. As such, any

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time Granite is able to update its price list to offer more competitive rates, whether it be annually, quarterly, or due to an emergent need by Public Agencies, Granite will immediately alert Region 14 ESC and OMNIA Partners of Granite's ability offer additional discounts or lower "Not to Exceed" or "Ceiling" rates

h. All future products and services added to this schedule will be offered in a similar format and rates to those products and services currently offered by Granite on the General Services Administration, Multiple Award Schedule Agreement (Contract Number: GS-35F-208BA) and OMNIA Partners, Public Sector Contracts (Contract Numbers: R200901 and 01-99).

Installation, construction, taxes, fees, and surcharges are separately assessed as applicable, and on a case by case basis, dependent upon the type of product and/or service being ordered

The discount proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum, the Contractor must hold the proposed price list firm for the first 12 months after the contract award.

Granite acknowledges and complies with this request. Granite's proposed discount for all services shall remain the same throughout the term of the contract and at all renewal options.

Granite will hold our proposed pricing firm for all services for the first 12 months after award, with the exception of legacy/TDM services. Granite reserves the right to increase pricing on any legacy/TDM services only if it becomes necessary due to tariff rate increases by the underlying carriers.

Any price increase requests will be submitted to Region 14 ESC and OMNIA partners for review and will be accompanied by supporting data (either cost data or other public price lists). Granite's proposed discounts will remain firm notwithstanding any increases to our proposed list price.

Pricing is not to exceed. Unlike fixed pricing, the supplier can adjust submitted pricing lower if needed but, cannot exceed the approved pricing. The contract must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

Granite acknowledges and complies with this request and will provide pricing as not to exceed in accordance with these requirements. For services, Granite makes every best effort to offer lower pricing than those listed at the "Not to Exceed" or "Ceiling" rates. [redacted]. Granite will additionally offer discounts based on quantity ordered and individual agency needs or restrictions, and assessed on a case by case basis

Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be used, suppliers should provide alternative pricing that does not include

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either cost plus a percentage of cost or pricing based on time and materials for categories or products that would typically use those pricing structures. If time and materials is necessary, a ceiling price that the supplier exceeds at its own risk will be needed as determined and set by the Participating Public Agency. Products and services provided in a situation where an agency is eligible for federal funding, supplier is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA and Additional Federal Funding Special Conditions section located in the Federal Funds Certifications Exhibit.

Granite acknowledges and complies with this request and will provide alternative pricing. Granite's proposed pricing is neither at cost or time and materials.

Describe if distributors/dealers/resellers/partners will be used to fulfill the contract. Submit a list of those entities authorized to sell under their contract. How often does the supplier propose to update distributors/dealers/resellers/partners? Purchase orders and payment can only be made to awarded supplier or approved distributors/dealers/resellers/partners and pricing must be less than or equal to the pricing offered by the awarded contract holder.

Granite does not intend to use any subcontractors or affiliates when providing our proposed services.

Describe any shipping charges. All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

Standard shipping is included in all our OMNIA pricing at no additional cost to the customer; expedited shipping will be separately assessed and charged as applicable.

Describe any return and restocking fees.

If a customer terminates a service after the service start date but before the end of the applicable service term, early termination fees ("ETF") will be applied. ETF varies by service but generally consists of the monthly recurring charge for the terminated service times the number of months remaining in the service term plus actual expenses incurred by Granite to install or terminate the service.

Describe any additional discounts or rebates offered. Additional discount or rebates may be offered for large quantity purchases, single ship to location programs, growth, annual spend, guaranteed quantity, etc.

For services, Granite makes every best effort to offer lower pricing than those listed at the "Not to Exceed" or "Ceiling" rates. [redacted] Granite will additionally offer discounts based on quantity ordered and individual agency needs or restrictions, and assessed on a case by case basis

Describe how customers verify they are receiving the correct contract pricing.

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To ensure that customers can verify they receive the best Contract price available, Granite will deliver similar rates as those currently offered by Granite on the General Services Administration, Multiple Award Schedule (Contract Number: GS-35F-208BA), as well as similar rates as those currently offered by Granite on the OMNIA Partners, Public Sector Contracts (Contract Numbers: R200901 and 01-99).

Describe supplier's invoicing process. Include payment terms and acceptable methods of payments. Suppliers shall describe any associated fees pertaining to credit cards/p-cards.

Granite will offer customizable invoicing and flexible payment terms (typically Net-30 as a standard) to ensure that Public Agency customers have the flexibility they need with their budget, in addition to the necessary reporting requirements—which can often change agency by agency. Cards incur a 2% fee, but government customers are exempt from that fee.

Propose the frequency of updates to the supplier's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the contract.

Granite works diligently to ensure we are offering the most competitive prices possible to Public Agency customers at any given time. As such, any time Granite is able to update its price list to offer more competitive rates; whether it be annually, quarterly, or due to an emergent need by Public Agencies, Granite will immediately alert Region 14 ESC and OMNIA Partners of Granite's ability offer additional discounts or lower "Not to Exceed" or "Ceiling" rates.

Describe how future product introductions will be priced and align with contracting pricing proposed.

All future products and services added to this schedule will be offered in a similar format and at similar rate as those products and services currently offered by Granite on the General Services Administration, Multiple Award Schedule (Contract Number: GS-35F-208BA), as well as similar rates as those currently offered by Granite on the OMNIA Partners, Public Sector Contracts (Contract Numbers: R200901 and 01-99).

Provide any additional information relevant to this section.

Granite has the knowledge, capability, and experience in providing a comprehensive suite of telecommunications services to public and private sector customers through nationwide purchasing organizations. With competitive pricing, a dedicated account team, and a national footprint, Granite has proven through years of exponential growth, that we excel at providing unified services to dispersed enterprises across the United States. Region 14 ESC and its eligible entities will receive a service provider who is well versed in providing internet service to cost-conscious organizations who want to deliver innovative solutions to their customers. This is proven through our track record of sales through Granite's existing OMNIA Partners, Public Sector Contracts (Contract Numbers: R200901 and 01-99) since 2019.

Granite is built on our reputation of delivering the products and services our customers need on time and on budget. We understand that our customers now have more choices

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than ever when selecting service providers. Accordingly, we strive to consistently meet Region 14 ESC and OMNIA Partners needs in order to act as a single provider for all telecommunications needs to all of its end-users. It is Granite's goal to provide first-class service so that each of every single one of our customers is given the true level of service they deserve. Participating Public Agencies will continue to benefit from Granite's competitive pricing based on [redacted] while also maintaining the valuable features of a small business, with an emphasis on customer accessibility.

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Service Name	Description	Service Charge	List Price	Percent Public Discount	Proposed Public Price
Fax2Mail - Inbound & Outbound	Fax2Mail, offered as Standard version and available in a HIPAA/PCI compliant version,\ is a digital fax service with password encryption that supports high-volume and long-form faxing. Users can easily exchange faxes within email applications. All charges are per line. This package includes inbound and outbound faxing, with a monthly allowance of 75 pages.	EA - MRC	$ 7.99	1.50%	$ 7.87
Fax2Mail - Outbound Only	Fax2Mail, offered as Standard version and available in a HIPAA/PCI compliant version, is a digital fax service with password encryption that supports high-volume and long-form faxing. Users can easily exchange faxes within email applications. All charges are per line. This package includes outbound faxing only, with a monthly allowance of 75 pages.	EA - MRC	$ 4.99	1.50%	$ 4.92
Fax2Mail - Set-Up Fee	One-time set-up fee per user	EA- NRC Purchase Price	$ 4.00	1.50%	$ 3.94
Fax2Mail - Overage Allowance (Per Page)	Per-page overage rate for Granite's Fax2Mail service.	EA - Usage	$ 0.08	1.50%	$ 0.08
Audio Conferencing	Standalone audio-conferencing solution for up to 300 attendees with toll and toll-free number provided. Includes call my phone, Global HD audio across 160 point of presence and 60+ countries, and Host portal.	Per Minute	$ 0.049	1.50%	$ 0.048
Domestic toll-free dial-in Transport	A telephone number that is billed for arriving calls instead of charging the originating telephone subscriber.	Per Minute	$ 0.049	1.50%	$ 0.048
Canada toll free dial-in Transport	A telephone number that is billed for arriving calls instead of charging the originating telephone subscriber.	Per Minute	$ 0.049	1.50%	$ 0.048
Hosted PBX	A hosted private branch exchange is a telephone exchange system built, delivered and managed by a third-party service provider. Hosted PBX is an IP- based telephony solution provisioned and accessed entirely through the Internet. Hosted PBX is offered in three different seat options - base, business and executive and are differentiated by the amount of features.	EA	$ 15.25	1.50%	$ 15.02
Base Seat	The base level is the introductory seat of the Hosted PBX. The standard base seat features are: Call Forwarding, Call Waiting, Call Transfer, Call Pickup Groups, Speed Dials, Short Codes, Intercom Dialing, 3-Way Calling, Call Park, Paging via an IP Phone, Line State Monitoring, Directed Call Pick up, CommPortal access, Call Screening Features, SimRing and Music on Hold.	EA	$ 13.22	1.50%	$ 13.02
Business Seat	The business seat is the next level of the Hosted PBX. The Business features include all features included in the base seat as well as the following: Voicemail, Incoming Call Manager, Find Me Follow Me, Voicemail with Fax, Accession Communicator and Music on Hold.	EA	$ 16.26	1.50%	$ 16.02
Executive Seat	The executive seat is the highest level of seats for Hosted PBX. The Executive Seat features all base seat features as well as the following: Incoming Call Manager, Find Me Follow Me, Accession Communicator and Music on Hold.	EA	$ 25.42	1.50%	$ 25.04
Soft Seat	The Soft Seat is an option for those who would like to use the Hosted PBX platform but do not want the hardware associated typically with HPBX. Soft Seat features include: Call Forwarding, Call Waiting, Call Transfer, Call Pick up Groups, Speed Dials, Short Codes, Intercom Dialing, 3 - Way Calling, access to the CommPortal, Call Screening features, SimRing, and Voicemail with Fax.	EA	$ 14.22	1.50%	$ 14.01
Executive Meeting Seat	This option includes Executive seat features as well as audio/video conferencing.	EA	$ 50.85	1.50%	$ 50.09
Soft Meeting Seat	This option includes the Soft seat feature as well as audio/video conferencing.	EA	$ 40.68	1.50%	$ 40.07
Call Path	A logical connection over IP that allows a SIP based VOIP call (inbound or outbound) to be established with Granite's MetaSwitch. Can be ordered individually starting at one. For each active call, a call path is deducted from the configured amount of call paths allowed until that call is disconnected	EA	$ 5.09	1.50%	$ 5.01
Hot Desking	Allows logging in and out of a desktop phone for agent-based features and extension mobility within a facility.	EA	$ 5.08	1.50%	$ 5.00
Voicemail Transcription	Enables voicemail messages to be transcribed and sent as an email and/ or viewable in Commportal.	EA	$ 5.09	1.50%	$ 5.01
Voicemail (Stand Alone)	A voicemail box that is not tied to a user's extension. Typically assigned to a main number as a general mailbox for inbound calls.	EA	$ 17.28	1.50%	$ 17.02
Easy Auto Attendant (Stand Alone)	A single level call tree that allows advanced routing features and initial call servicing to inbound callers by pressing 0- 9 on their phone. Also allows agencies to define separate menus to be played during and outside of normal business hours.	EA	$ 15.77	1.50%	$ 15.53
Premium Auto Attendant (Stand Alone)	A multi-level call tree that allows advanced routing features and initial call servicing to inbound callers by pressing 0- 9 on their phone with multiple submenus for each option. Also allows more control over scheduling by providing more advanced time options over during and outside of business hours with a configurable option to transfer directly to voicemail.	EA	$ 27.98	1.50%	$ 27.56
Easy Auto Attendant	A single level call tree that allows advanced routing features and initial call servicing to inbound callers by pressing 0- 9 on their phone. Also allows agencies to define separate menus to be played during and outside of normal business hours.	EA	$ 8.14	1.50%	$ 8.02
Premium Auto Attendant	A multi-level call tree that allows advanced routing features and initial call servicing to inbound callers by pressing 0- 9 on their phone with multiple submenus for each option. Also allows more control over scheduling by providing more advanced time options over during and outside of business hours with a configurable option to transfer directly to voicemail.	EA	$ 20.35	1.50%	$ 20.04
Pilot TN for MLHG	A main DID that routes calls to a predetermined list of extensions configured in a multi-line hunt group.	EA	$ 7.63	1.50%	$ 7.52
Directory Assistance (per call)	Operator assisted service used to find a telephone number.	EA	$ 6.09	1.50%	$ 6.00
Basic Call Recording (per seat)	The ability to record inbound calls on an individual extension to off-site cloud storage. Storage priced separately.	EA	$ 15.26	1.50%	$ 15.03
Compliance Call Recording (per seat)	The ability to record inbound calls on an individual extension to off-site cloud storage that adheres to compliance standards, such as HIPPA. Storage priced separately.	EA	$ 35.60	1.50%	$ 35.07
Monitored Call Recording (per seat)	The ability to record inbound calls on an individual extension to off-site cloud storage with additional features such as speech analytics, screen recording, live monitoring, and agent evaluation. Storage priced separately.	EA	$ 55.95	1.50%	$ 55.11
Call Recording 100 MB Storage	Call Recording Storage for Granite's Call Recording services (Basic Call Recording, Compliance Call Recording, and Monitored Call Recording). Storage is built at the business group level and pooled across all locations/ departments.	Monthly	$3.00	1.67%	$2.95
Call Recording 300 MB Storage	Call Recording Storage for Granite's Call Recording services (Basic Call Recording, Compliance Call Recording, and Monitored Call Recording). Storage is built at the business group level and pooled across all locations/ departments.	Monthly	$5.00	1.02%	$4.91
Call Recording 500 MB Storage	Call Recording Storage for Granite's Call Recording services (Basic Call Recording, Compliance Call Recording, and Monitored Call Recording). Storage is built at the business group level and pooled across all locations/ departments.	Monthly	$7.00	1.71%	$6.88
Call Recording 1 GB Storage	Call Recording Storage for Granite's Call Recording services (Basic Call Recording, Compliance Call Recording, and Monitored Call Recording). Storage is built at the business group level and pooled across all locations/ departments.	Monthly	$10.00	1.80%	$9.82
Call Recording 10 GB Storage	Call Recording Storage for Granite's Call Recording services (Basic Call Recording, Compliance Call Recording, and Monitored Call Recording). Storage is built at the business group level and pooled across all locations/ departments.	Monthly	$15.00	1.76%	$14.74
Call Recording 50 GB Storage	Call Recording Storage for Granite's Call Recording services (Basic Call Recording, Compliance Call Recording, and Monitored Call Recording). Storage is built at the business group level and pooled across all locations/ departments.	Monthly	$25.00	1.76%	$24.56
Phone Set up Installation	Installation of Hosted PBX from Granite by a trained professional technician for additional phones.	EA	$ 25.43	1.50%	$ 25.05
Hosted PBX Installation	Installation of Hosted PBX from Granite by a trained professional technician. Install and test one Granite provided router, switch or Integrated Access Device (IAD) with the installation of 4 digital IP Phones. The technician will arrive at the designated site, make contact and confirm arrival with the LCON. The technician will then locate the designated work area and the Customer Premise Equipment (CPE) and any additional peripherals ls required for completion of the installation. The technician will also conduct a visual inspection of the CPE and peripherals to ensure compatibility and serviceability of all required items. The technician will then install and test one Granite provided and preconfigured router and/or switch in the designated location or demarcation point (D-marc) or Minimum Point of Entry (MPOE). If the D- marc needs to be extended or any additional work is required, the work will be billed at the established Time & Materials rates. Standard rate includes only an hour of labor. After the first hour, an additional fee of $125 per hour in 30- minute increments will be charged. Ranges from standard handset installation at user desks to router and PoE switch installation and cabling, if needed. Cabling and router/switch install are ICB.	HR	$ 303.16	1.50%	$ 298.61

Service Name	Description	Service Charge	List Price	Percent Public Discount	Proposed Public Price
SIP Call Paths	SIP Call Paths are the logical connectivity for an individual call, either inbound or outbound, to be established with an end user of a Session Initiated Protocol Voice over Internet Protocol service provider and the calling/called party across the Public Switched Telephone Network. These can be requested in quantities of one with no predetermined maximum limit. When ordered to a single customer and configured on the customer's IP PBX, it is known as a SIP Trunk with the quantity SIP Call Paths, also known as Concurrent Call Paths, configured for that individual customer. **Includes local calling.	EA	$ 10.13	1.50%	$ 9.98
Line Initiation Charge	Line Initiation Charge is a one-time fee charged for establishing a SIP Trunk between a customer and Granite.	EA	$ 25.43	1.50%	$ 25.05
DID	Direct Inward Dial numbers are telephone numbers that can be assigned to end users on a Private Branch Exchange of a customer that subscribes to a trunking service to access the PSTN. These numbers are globally unique and allow inbound calling to be delivered to users of a PBX individually or as a primary pilot number within the PBX to reach a hunt group or an auto attendant. DID numbers can be ordered individually but are usually ordered in blocks of 20 or 100.	EA	$ 0.30	1.50%	$ 0.30
Additional E911 Registration	An additional E911 registration for customers needing additional dispatchable locations assigned to individual DIDs on their Granite Business SIP Trunk or Hosted PBX service to be registered for e911. This can include additional location information such as floor, room, campus building, area of building/floor (cafeteria, gym, northeast corner), etc. Line(s) to be registered and address(es) that the line(s) should be registered to should be included when requesting additional registrations.	EA	$ 1.50	1.50%	$ 1.48
SIP CommPortal	Granite's SIP Portal is an online tool that can be accessed from a web browser by a SIP Trunking customer, usually a telephony system administrator, for DID configuration and routing and call analytics on the SIP Trunking service.	EA	$ 4.07	1.50%	$ 4.01
SIP Bursting	A Burstable Call Path is the same as a regular call path in the sense that it provides a Granite SIP Trunking customer access to the PSTN over a SIP based VoIP connection. The difference is Bursting allows a customer to temporarily use more than the predetermined base number of concurrent call paths (CCP), at a rate up to 50% more. For example, if a customer subscribes to 10 CCPs, the 11th call, inbound or outbound, will receive a busy tone. When a customer subscribes to bursting they are billed for the base quantity of 10 unless they have an event of higher than normal call volume. That 11th call, and up to 50% more than the base for a total of 15 CCPs, will be connected without the need for Granite's intervention. The amount of call paths that burst above the base number will be billed for the month in which they are used (in the example above a total of 11 will be billed) and return to the normally billed amount the following month.	EA	$ 10.17	1.50%	$ 10.02
Truck Roll Setup Fee	A Truck Roll Fee is a one-time fee charged to install any necessary hardware needed to terminate the Granite provided SIP Trunking service. This fee is optional and only needed when a customer requests a dedicated access circuit for the bandwidth needed for SIP trunking service.	EA	$ 20.35	1.50%	$ 20.04
Direct Trunk Overflow	Direct Trunk Overflow is a feature of Granite's SIP trunking service that allows multiple customer PBX's the ability to act as primary and backup, load balanced pairs or separate individual objects with DID failover capabilities.DTO will allow the total number of call paths across all PBXs that have a configured SIP Trunk to be available to a single customer PBX if one should fail or lose access to the PSTN. Also, if one PBX fails or loses access to the PSTN, DID failover to the customer's other PBX is automatic without any intervention from Granite or the customer.	EA	$ 34.94	1.50%	$ 34.42
Microsoft Teams Direct Routing	Employing Granite's Business SIP trunking, Direct Routing (DR) allows interconnection of the PSTN with your Microsoft cloud-based phone system, facilitating calls between Teams users and mobile or fixed line telephone subscribers anywhere in the world. Teams DR is recommended for customers with over 25 end users and the ability to maintain the Phone System add-on feature.	EA	$ 11.99	1.50%	$ 11.81
Intralata Long Distance (per minute)	Long Distance is offered in two separate manners for SIP services. If a user plans to use only local calling, they may pay for Long Distance on a per minute rate. If the user plans on using their SIP service for both local and long-distance calling, they may opt to purchase an LD package that allots a certain number of minutes per month.	EA	$ 0.02	1.50%	$ 0.02
Interstate Long Distance (per minute)	Long Distance is offered in two separate manners for SIP services. If a user plans to use only local calling, they may pay for Long Distance on a per minute rate. If the user plans on using their SIP service for both local and long-distance calling, they may opt to purchase an LD package that allots a certain number of minutes per month.	EA	$ 0.05	1.50%	$ 0.05
Long Distance (LD) Package - 500 minutes	Long Distance is offered in two separate manners for SIP services. If a user plans to use only local calling, they may pay for Long Distance on a per minute rate.If the user plans on using their SIP service for both local and long-distance calling, they may opt to purchase an LD package that allots a certain number of minutes per month.	EA	$ 16.27	1.50%	$ 16.03
Long Distance (LD) Package - 1000 minutes	Long Distance is offered in two separate manners for SIP services. If a user plans to use only local calling, they may pay for Long Distance on a per minute rate. If the user plans on using their SIP service for both local and long-distance calling, they may opt to purchase an LD package that allots a certain number of minutes per month.	EA	$ 30.52	1.50%	$ 30.06
Long Distance (LD) Package - 2,500 minutes	Long Distance is offered in two separate manners for SIP services. If a user plans to use only local calling, they may pay for Long Distance on a per minute rate. If the user plans on using their SIP service for both local and long-distance calling, they may opt to purchase an LD package that allots a certain number of minutes per month.	EA	$ 71.22	1.50%	$ 70.15
Long Distance (LD) Package - 5,000 minutes	Long Distance is offered in two separate manners for SIP services. If a user plans to use only local calling, they may pay for Long Distance on a per minute rate. If the user plans on using their SIP service for both local and long-distance calling, they may opt to purchase an LD package that allots a certain number of minutes per month.	EA	$ 127.17	1.50%	$ 125.26
Long Distance (LD) Package - 10,000minutes	Long Distance is offered in two separate manners for SIP services. If a user plans to use only local calling, they may pay for Long Distance on a per minute rate.If the user plans on using their SIP service for both local and long-distance calling, they may opt to purchase an LD package that allots a certain number of minutes per month.	EA	$ 244.16	1.50%	$ 240.49
Long Distance (LD) Package - 20,000 minutes	Long Distance is offered in two separate manners for SIP services. If a user plans to use only local calling, they may pay for Long Distance on a per minute rate. If the user plans on using their SIP service for both local and long-distance calling, they may opt to purchase an LD package that allots a certain number of minutes per month.	EA	$ 406.92	1.50%	$ 400.81
Long Distance (LD) Package - 50,000 minutes	Long Distance is offered in two separate manners for SIP services. If a user plans to use only local calling, they may pay for Long Distance on a per minute rate. If the user plans on using their SIP service for both local and long-distance calling, they may opt to purchase an LD package that allots a certain number of minutes per month.	EA	$ 864.70	1.50%	$ 851.71
Long Distance (LD) Package - 75,000 minutes	Long Distance is offered in two separate manners for SIP services. If a user plans to use only local calling, they may pay for Long Distance on a per minute rate. If the user plans on using their SIP service for both local and long-distance calling, they may opt to purchase an LD package that allots a certain number of minutes per month.	EA	$ 1,144.45	1.50%	$ 1,127.26
Long Distance (LD) Package - 100,000 minutes	Long Distance is offered in two separate manners for SIP services. If a user plans to use only local calling, they may pay for Long Distance on a per minute rate.If the user plans on using their SIP service for both local and long-distance calling, they may opt to purchase an LD package that allots a certain number of minutes per month.	EA	$ 1,322.48	1.50%	$ 1,302.62
Long Distance (LD) Package - 150,000 minutes	Long Distance is offered in two separate manners for SIP services. If a user plans to use only local calling, they may pay for Long Distance on a per minute rate. If the user plans on using their SIP service for both local and long-distance calling, they may opt to purchase an LD package that allots a certain number of minutes per month.	EA	$ 1,780.26	1.50%	$ 1,753.52
Long Distance (LD) Package - 200,000 minutes	Long Distance is offered in two separate manners for SIP services. If a user plans to use only local calling, they may pay for Long Distance on a per minute rate. If the user plans on using their SIP service for both local and long-distance calling, they may opt to purchase an LD package that allots a certain number of minutes per month.	EA	$ 2,187.18	1.50%	$ 2,154.33

Service Name	Description	Service Charge	List Price	Percent Public Discount	Proposed Public Price
Long Distance (LD) Package – Overages (per minute)	Long Distance is offered in two separate manners for SIP services. If a user plans to use only local calling, they may pay for Long Distance on a per minute rate. If the user plans on using their SIP service for both local and long-distance calling, they may opt to purchase an LD package that allots a certain number of minutes per month.	EA	$ 0.04	1.50%	$ 0.04
IP Block - /30	A device's IP address allows the device to interact with, receive information from, and otherwise contact other devices and networks on the internet. In a/30, the end-user will have 2 usable IP addresses in the block.	EA	N/A	N/A	N/A
IP Block - /29	A device's IP address allows the device to interact with, receive information from, and otherwise contact other devices and networks on the internet. In a/29, the end-user will have 6 usable IP addresses in the block.	EA	$ 25.43	1.50%	$ 25.05
IP Block - /28	A device's IP address allows the device to interact with, receive information from, and otherwise contact other devices and networks on the internet. In a /28, the end-user will have 14 usable IP addresses in the block.	EA	$ 35.60	1.50%	$ 35.07
IP Block - /27	A device's IP address allows the device to interact with, receive information from, and otherwise contact other devices and networks on the internet. In a /27, the end-user will have 30 usable IP addresses in the block.	EA	$ 50.86	1.50%	$ 50.10
IP Block - /26	A device's IP address allows the device to interact with, receive information from, and otherwise contact other devices and networks on the internet. In a /26, the end-user will have 62 usable IP addresses in the block.	EA	$ 76.30	1.50%	$ 75.15
IP Block - /25	A device's IP address allows the device to interact with, receive information from, and otherwise contact other devices and networks on the internet. In a /25, the end-user will have 126 usable IP addresses in the block.	EA	$ 101.73	1.50%	$ 100.20
IP Block - /24	A device's IP address allows the device to interact with, receive information from, and otherwise contact other devices and networks on the internet. In a /24, the end-user will have 254 usable IP addresses in the block.	EA	$ 167.85	1.50%	$ 165.33
MPLS Access Activation Fee	Multiprotocol Label Switching (MPLS) is a scalable and protocol-independent routing technique in telecommunications networks that directs data from one node to the next based on short path labels rather than long network addresses, thus avoiding complex lookups in a routing table and speeding traffic flows. The labels identify virtual links (paths) between distant nodes rather than endpoints. MPLS can encapsulate packets of various network protocols, hence the "multiprotocol" reference on its name. MPLS supports a range of access technologies, including T1/E1, ATM, Frame Relay, and DSL.	EA	$ 2,543.24	1.50%	$ 2,505.04
MPLS Access 5 Mbps	Multiprotocol Label Switching (MPLS) is a scalable and protocol-independent routing technique in telecommunications networks that directs data from one node to the next based on short path labels rather than long network addresses, thus avoiding complex lookups in a routing table and speeding traffic flows. The labels identify virtual links (paths) between distant nodes rather than endpoints. MPLS can encapsulate packets of various network protocols, hence the "multiprotocol" reference on its name. MPLS supports a range of access technologies, including T1/E1, ATM, Frame Relay, and DSL.	EA	$ 817.18	1.50%	$ 804.91
MPLS Access 10 Mbps	Multiprotocol Label Switching (MPLS) is a scalable and protocol-independent routing technique in telecommunications networks that directs data from one node to the next based on short path labels rather than long network addresses, thus avoiding complex lookups in a routing table and speeding traffic flows.The labels identify virtual links (paths) between distant nodes rather than endpoints. MPLS can encapsulate packets of various network protocols, hence the "multiprotocol" reference on its name. MPLS supports a range of access technologies, including T1/E1, ATM, Frame Relay, and DSL.	EA	$ 1,101.69	1.50%	$ 1,085.14
MPLS Access 20 Mbps	Multiprotocol Label Switching (MPLS) is a scalable and protocol-independent routing technique in telecommunications networks that directs data from one node to the next based on short path labels rather than long network addresses, thus avoiding complex lookups in a routing table and speeding traffic flows. The labels identify virtual links (paths) between distant nodes rather than endpoints. MPLS can encapsulate packets of various network protocols, hence the "multiprotocol" reference on its name. MPLS supports a range of access technologies, including T1/E1, ATM, Frame Relay, and DSL.	EA	$ 1,405.57	1.50%	$ 1,384.46
MPLS Access 50 Mbps	Multiprotocol Label Switching (MPLS) is a scalable and protocol-independent routing technique in telecommunications networks that directs data from one node to the next based on short path labels rather than long network addresses, thus avoiding complex lookups in a routing table and speeding traffic flows. The labels identify virtual links (paths) between distant nodes rather than endpoints. MPLS can encapsulate packets of various network protocols, hence the "multiprotocol" reference on its name. MPLS supports a range of access technologies, including T1/E1, ATM, Frame Relay, and DSL.	EA	$ 2,101.71	1.50%	$ 2,070.14
MPLS Access 100 Mbps	Multiprotocol Label Switching (MPLS) is a scalable and protocol-independent routing technique in telecommunications networks that directs data from one node to the next based on short path labels rather than long network addresses, thus avoiding complex lookups in a routing table and speeding traffic flows. The labels identify virtual links (paths) between distant nodes rather than endpoints. MPLS can encapsulate packets of various network protocols, hence the "multiprotocol" reference on its name. MPLS supports a range of access technologies, including T1/E1, ATM, Frame Relay, and DSL.	EA	$ 2,891.76	1.50%	$ 2,848.32
MPLS Access 200 Mbps	Multiprotocol Label Switching (MPLS) is a scalable and protocol-independent routing technique in telecommunications networks that directs data from one node to the next based on short path labels rather than long network addresses, thus avoiding complex lookups in a routing table and speeding traffic flows. The labels identify virtual links (paths) between distant nodes rather than endpoints. MPLS can encapsulate packets of various network protocols, hence the "multiprotocol" reference on its name. MPLS supports a range of access technologies, including T1/E1, ATM, Frame Relay, and DSL.	EA	$ 5,317.89	1.50%	$ 5,238.01
MPLS Access 500 Mbps	Multiprotocol Label Switching (MPLS) is a scalable and protocol-independent routing technique in telecommunications networks that directs data from one node to the next based on short path labels rather than long network addresses, thus avoiding complex lookups in a routing table and speeding traffic flows. The labels identify virtual links (paths) between distant nodes rather than endpoints. MPLS can encapsulate packets of various network protocols, hence the "multiprotocol" reference on its name. MPLS supports a range of access technologies, including T1/E1, ATM, Frame Relay, and DSL.	EA	$ 7,309.87	1.50%	$ 7,200.07
MPLS Access 1 Gbps	Multiprotocol Label Switching (MPLS) is a scalable and protocol-independent routing technique in telecommunications networks that directs data from one node to the next based on short path labels rather than long network addresses, thus avoiding complex lookups in a routing table and speeding traffic flows. The labels identify virtual links (paths) between distant nodes rather than endpoints. MPLS can encapsulate packets of various network protocols, hence the "multiprotocol" reference on its name. MPLS supports a range of access technologies, including T1/E1, ATM, Frame Relay, and DSL.	EA	$ 12,345.99	1.50%	$ 12,160.54
BRI Access Activation Fee	Basic Rate Interface (BRI, 2B+D) is an Integrated Services Digital Network (ISDN) configuration intended primarily for use in subscriber lines similar to those that have long been used for voice-grade telephone service. As such, an ISDN BRI connection can use the existing telephone infrastructure at a business.	EA	$ 106.81	1.50%	$ 105.21
BRI Access Location - AK	Basic Rate Interface (BRI, 2B+D) is an Integrated Services Digital Network (ISDN) configuration intended primarily for use in subscriber lines similar to those that have long been used for voice-grade telephone service. As such, an ISDN BRI connection can use the existing telephone infrastructure at a business.	EA	$ 4,838.85	1.50%	$ 4,766.17
BRI Access Location - AL	Basic Rate Interface (BRI, 2B+D) is an Integrated Services Digital Network (ISDN) configuration intended primarily for use in subscriber lines similar to those that have long been used for voice-grade telephone service. As such, an ISDN BRI connection can use the existing telephone infrastructure at a business.	EA	$ 1,029.68	1.50%	$ 1,014.21

Service Name	Description	Service Charge	List Price	Percent Public Discount	Proposed Public Price
BRI Access Location - AR	Basic Rate Interface (BRI, 2B+D) is an Integrated Services Digital Network (ISDN) configuration intended primarily for use in subscriber lines similar to those that have long been used for voice-grade telephone service. As such, an ISDN BRI connection can use the existing telephone infrastructure at a business.	EA	$ 1,093.42	1.50%	$ 1,077.00
BRI Access Location - AZ	Basic Rate Interface (BRI, 2B+D) is an Integrated Services Digital Network (ISDN) configuration intended primarily for use in subscriber lines similar to those that have long been used for voice-grade telephone service. As such, an ISDN BRI connection can use the existing telephone infrastructure at a business.	EA	$ 847.54	1.50%	$ 834.81
BRI Access Location - CA	Basic Rate Interface (BRI, 2B+D) is an Integrated Services Digital Network (ISDN) configuration intended primarily for use in subscriber lines similar to those that have long been used for voice-grade telephone service. As such, an ISDN BRI connection can use the existing telephone infrastructure at a business.	EA	$ 1,292.81	1.50%	$ 1,273.39
BRI Access Location - CO	Basic Rate Interface (BRI, 2B+D) is an Integrated Services Digital Network (ISDN) configuration intended primarily for use in subscriber lines similar to those that have long been used for voice-grade telephone service. As such, an ISDN BRI connection can use the existing telephone infrastructure at a business.	EA	$ 368.54	1.50%	$ 363.00
BRI Access Location - CT	Basic Rate Interface (BRI, 2B+D) is an Integrated Services Digital Network (ISDN) configuration intended primarily for use in subscriber lines similar to those that have long been used for voice-grade telephone service. As such, an ISDN BRI connection can use the existing telephone infrastructure at a business.	EA	$ 233.07	1.50%	$ 229.57
BRI Access Location - DC	Basic Rate Interface (BRI, 2B+D) is an Integrated Services Digital Network (ISDN) configuration intended primarily for use in subscriber lines similar to those that have long been used for voice-grade telephone service. As such, an ISDN BRI connection can use the existing telephone infrastructure at a business.	EA	$ 93.55	1.50%	$ 92.14
BRI Access Location - DE	Basic Rate Interface (BRI, 2B+D) is an Integrated Services Digital Network (ISDN) configuration intended primarily for use in subscriber lines similar to those that have long been used for voice-grade telephone service. As such, an ISDN BRI connection can use the existing telephone infrastructure at a business.	EA	$ 338.45	1.50%	$ 333.37
BRI Access Location - FL	Basic Rate Interface (BRI, 2B+D) is an Integrated Services Digital Network (ISDN) configuration intended primarily for use in subscriber lines similar to those that have long been used for voice-grade telephone service. As such, an ISDN BRI connection can use the existing telephone infrastructure at a business.	EA	$ 571.96	1.50%	$ 563.37
BRI Access Location - GA	Basic Rate Interface (BRI, 2B+D) is an Integrated Services Digital Network (ISDN) configuration intended primarily for use in subscriber lines similar to those that have long been used for voice-grade telephone service. As such, an ISDN BRI connection can use the existing telephone infrastructure at a business.	EA	$ 806.55	1.50%	$ 794.43
BRI Access Location - HI	Basic Rate Interface (BRI, 2B+D) is an Integrated Services Digital Network (ISDN) configuration intended primarily for use in subscriber lines similar to those that have long been used for voice-grade telephone service. As such, an ISDN BRI connection can use the existing telephone infrastructure at a business.	EA	$ 1,260.42	1.50%	$ 1,241.49
BRI Access Location - IA	Basic Rate Interface (BRI, 2B+D) is an Integrated Services Digital Network (ISDN) configuration intended primarily for use in subscriber lines similar to those that have long been used for voice-grade telephone service. As such, an ISDN BRI connection can use the existing telephone infrastructure at a business.	EA	$ 758.02	1.50%	$ 746.63
BRI Access Location - ID	Basic Rate Interface (BRI, 2B+D) is an Integrated Services Digital Network (ISDN) configuration intended primarily for use in subscriber lines similar to those that have long been used for voice-grade telephone service. As such, an ISDN BRI connection can use the existing telephone infrastructure at a business.	EA	$ 711.09	1.50%	$ 700.41
BRI Access Location - IL	Basic Rate Interface (BRI, 2B+D) is an Integrated Services Digital Network (ISDN) configuration intended primarily for use in subscriber lines similar to those that have long been used for voice-grade telephone service. As such, an ISDN BRI connection can use the existing telephone infrastructure at a business.	EA	$ 642.56	1.50%	$ 632.91
BRI Access Location - IN	Basic Rate Interface (BRI, 2B+D) is an Integrated Services Digital Network (ISDN) configuration intended primarily for use in subscriber lines similar to those that have long been used for voice-grade telephone service. As such, an ISDN BRI connection can use the existing telephone infrastructure at a business.	EA	$ 815.29	1.50%	$ 803.04
BRI Access Location - KS	Basic Rate Interface (BRI, 2B+D) is an Integrated Services Digital Network (ISDN) configuration intended primarily for use in subscriber lines similar to those that have long been used for voice-grade telephone service. As such, an ISDN BRI connection can use the existing telephone infrastructure at a business.	EA	$ 1,083.41	1.50%	$ 1,067.14
BRI Access Location - KY	Basic Rate Interface (BRI, 2B+D) is an Integrated Services Digital Network (ISDN) configuration intended primarily for use in subscriber lines similar to those that have long been used for voice-grade telephone service. As such, an ISDN BRI connection can use the existing telephone infrastructure at a business.	EA	$ 713.41	1.50%	$ 702.69
BRI Access Location - LA	Basic Rate Interface (BRI, 2B+D) is an Integrated Services Digital Network (ISDN) configuration intended primarily for use in subscriber lines similar to those that have long been used for voice-grade telephone service. As such, an ISDN BRI connection can use the existing telephone infrastructure at a business.	EA	$ 553.46	1.50%	$ 545.15
BRI Access Location - MA	Basic Rate Interface (BRI, 2B+D) is an Integrated Services Digital Network (ISDN) configuration intended primarily for use in subscriber lines similar to those that have long been used for voice-grade telephone service. As such, an ISDN BRI connection can use the existing telephone infrastructure at a business.	EA	$ 393.42	1.50%	$ 387.51
BRI Access Location - MD	Basic Rate Interface (BRI, 2B+D) is an Integrated Services Digital Network (ISDN) configuration intended primarily for use in subscriber lines similar to those that have long been used for voice-grade telephone service. As such, an ISDN BRI connection can use the existing telephone infrastructure at a business.	EA	$ 187.08	1.50%	$ 184.27
BRI Access Location - ME	Basic Rate Interface (BRI, 2B+D) is an Integrated Services Digital Network (ISDN) configuration intended primarily for use in subscriber lines similar to those that have long been used for voice-grade telephone service. As such, an ISDN BRI connection can use the existing telephone infrastructure at a business.	EA	$ 262.46	1.50%	$ 258.52
BRI Access Location - MI	Basic Rate Interface (BRI, 2B+D) is an Integrated Services Digital Network (ISDN) configuration intended primarily for use in subscriber lines similar to those that have long been used for voice-grade telephone service. As such, an ISDN BRI connection can use the existing telephone infrastructure at a business.	EA	$ 1,104.78	1.50%	$ 1,088.19
BRI Access Location - MN	Basic Rate Interface (BRI, 2B+D) is an Integrated Services Digital Network (ISDN) configuration intended primarily for use in subscriber lines similar to those that have long been used for voice-grade telephone service. As such, an ISDN BRI connection can use the existing telephone infrastructure at a business.	EA	$ 555.55	1.50%	$ 547.21
BRI Access Location - MO	Basic Rate Interface (BRI, 2B+D) is an Integrated Services Digital Network (ISDN) configuration intended primarily for use in subscriber lines similar to those that have long been used for voice-grade telephone service. As such, an ISDN BRI connection can use the existing telephone infrastructure at a business.	EA	$ 1,103.93	1.50%	$ 1,087.35
BRI Access Location - MS	Basic Rate Interface (BRI, 2B+D) is an Integrated Services Digital Network (ISDN) configuration intended primarily for use in subscriber lines similar to those that have long been used for voice-grade telephone service. As such, an ISDN BRI connection can use the existing telephone infrastructure at a business.	EA	$ 666.29	1.50%	$ 656.28
BRI Access Location - MT	Basic Rate Interface (BRI, 2B+D) is an Integrated Services Digital Network (ISDN) configuration intended primarily for use in subscriber lines similar to those that have long been used for voice-grade telephone service. As such, an ISDN BRI connection can use the existing telephone infrastructure at a business.	EA	$ 530.22	1.50%	$ 522.26
BRI Access Location - NC	Basic Rate Interface (BRI, 2B+D) is an Integrated Services Digital Network (ISDN) configuration intended primarily for use in subscriber lines similar to those that have long been used for voice-grade telephone service. As such, an ISDN BRI connection can use the existing telephone infrastructure at a business.	EA	$ 1,080.92	1.50%	$ 1,064.68
BRI Access Location - ND	Basic Rate Interface (BRI, 2B+D) is an Integrated Services Digital Network (ISDN) configuration intended primarily for use in subscriber lines similar to those that have long been used for voice-grade telephone service. As such, an ISDN BRI connection can use the existing telephone infrastructure at a business.	EA	$ 597.07	1.50%	$ 588.10
BRI Access Location - NE	Basic Rate Interface (BRI, 2B+D) is an Integrated Services Digital Network (ISDN) configuration intended primarily for use in subscriber lines similar to those that have long been used for voice-grade telephone service. As such, an ISDN BRI connection can use the existing telephone infrastructure at a business.	EA	$ 1,359.85	1.50%	$ 1,339.42
BRI Access Location - NH	Basic Rate Interface (BRI, 2B+D) is an Integrated Services Digital Network (ISDN) configuration intended primarily for use in subscriber lines similar to those that have long been used for voice-grade telephone service. As such, an ISDN BRI connection can use the existing telephone infrastructure at a business.	EA	$ 262.46	1.50%	$ 258.52

Service Name	Description	Service Charge	List Price	Percent Public Discount	Proposed Public Price
BRI Access Location - NJ	Basic Rate Interface (BRI, 2B+D) is an Integrated Services Digital Network (ISDN) configuration intended primarily for use in subscriber lines similar to those that have long been used for voice-grade telephone service. As such, an ISDN BRI connection can use the existing telephone infrastructure at a business.	EA	$ 195.05	1.50%	$ 192.12
BRI Access Location - NM	Basic Rate Interface (BRI, 2B+D) is an Integrated Services Digital Network (ISDN) configuration intended primarily for use in subscriber lines similar to those that have long been used for voice-grade telephone service. As such, an ISDN BRI connection can use the existing telephone infrastructure at a business.	EA	$ 1,055.71	1.50%	$ 1,039.85
BRI Access Location - NV	Basic Rate Interface (BRI, 2B+D) is an Integrated Services Digital Network (ISDN) configuration intended primarily for use in subscriber lines similar to those that have long been used for voice-grade telephone service. As such, an ISDN BRI connection can use the existing telephone infrastructure at a business.	EA	$ 814.51	1.50%	$ 802.28
BRI Access Location - NY	Basic Rate Interface (BRI, 2B+D) is an Integrated Services Digital Network (ISDN) configuration intended primarily for use in subscriber lines similar to those that have long been used for voice-grade telephone service. As such, an ISDN BRI connection can use the existing telephone infrastructure at a business.	EA	$ 611.20	1.50%	$ 602.02
BRI Access Location - OH	Basic Rate Interface (BRI, 2B+D) is an Integrated Services Digital Network (ISDN) configuration intended primarily for use in subscriber lines similar to those that have long been used for voice-grade telephone service. As such, an ISDN BRI connection can use the existing telephone infrastructure at a business.	EA	$ 635.55	1.50%	$ 626.00
BRI Access Location - OK	Basic Rate Interface (BRI, 2B+D) is an Integrated Services Digital Network (ISDN) configuration intended primarily for use in subscriber lines similar to those that have long been used for voice-grade telephone service. As such, an ISDN BRI connection can use the existing telephone infrastructure at a business.	EA	$ 1,395.14	1.50%	$ 1,374.18
BRI Access Location - OR	Basic Rate Interface (BRI, 2B+D) is an Integrated Services Digital Network (ISDN) configuration intended primarily for use in subscriber lines similar to those that have long been used for voice-grade telephone service. As such, an ISDN BRI connection can use the existing telephone infrastructure at a business.	EA	$ 667.32	1.50%	$ 657.30
BRI Access Location - PA	Basic Rate Interface (BRI, 2B+D) is an Integrated Services Digital Network (ISDN) configuration intended primarily for use in subscriber lines similar to those that have long been used for voice-grade telephone service. As such, an ISDN BRI connection can use the existing telephone infrastructure at a business.	EA	$ 824.16	1.50%	$ 811.78
BRI Access Location - PR	Basic Rate Interface (BRI, 2B+D) is an Integrated Services Digital Network (ISDN) configuration intended primarily for use in subscriber lines similar to those that have long been used for voice-grade telephone service. As such, an ISDN BRI connection can use the existing telephone infrastructure at a business.	EA	$ 373.58	1.50%	$ 367.97
BRI Access Location - RI	Basic Rate Interface (BRI, 2B+D) is an Integrated Services Digital Network (ISDN) configuration intended primarily for use in subscriber lines similar to those that have long been used for voice-grade telephone service. As such, an ISDN BRI connection can use the existing telephone infrastructure at a business.	EA	$ 191.81	1.50%	$ 188.93
BRI Access Location - SC	Basic Rate Interface (BRI, 2B+D) is an Integrated Services Digital Network (ISDN) configuration intended primarily for use in subscriber lines similar to those that have long been used for voice-grade telephone service. As such, an ISDN BRI connection can use the existing telephone infrastructure at a business.	EA	$ 553.46	1.50%	$ 545.15
BRI Access Location - SD	Basic Rate Interface (BRI, 2B+D) is an Integrated Services Digital Network (ISDN) configuration intended primarily for use in subscriber lines similar to those that have long been used for voice-grade telephone service. As such, an ISDN BRI connection can use the existing telephone infrastructure at a business.	EA	$ 368.54	1.50%	$ 363.00
BRI Access Location - TN	Basic Rate Interface (BRI, 2B+D) is an Integrated Services Digital Network (ISDN) configuration intended primarily for use in subscriber lines similar to those that have long been used for voice-grade telephone service. As such, an ISDN BRI connection can use the existing telephone infrastructure at a business.	EA	$ 666.29	1.50%	$ 656.28
BRI Access Location - TX	Basic Rate Interface (BRI, 2B+D) is an Integrated Services Digital Network (ISDN) configuration intended primarily for use in subscriber lines similar to those that have long been used for voice-grade telephone service. As such, an ISDN BRI connection can use the existing telephone infrastructure at a business.	EA	$ 855.29	1.50%	$ 842.44
BRI Access Location - UT	Basic Rate Interface (BRI, 2B+D) is an Integrated Services Digital Network (ISDN) configuration intended primarily for use in subscriber lines similar to those that have long been used for voice-grade telephone service. As such, an ISDN BRI connection can use the existing telephone infrastructure at a business.	EA	$ 930.43	1.50%	$ 916.45
BRI Access Location - VA	Basic Rate Interface (BRI, 2B+D) is an Integrated Services Digital Network (ISDN) configuration intended primarily for use in subscriber lines similar to those that have long been used for voice-grade telephone service. As such, an ISDN BRI connection can use the existing telephone infrastructure at a business.	EA	$ 512.57	1.50%	$ 504.87
BRI Access Location - VT	Basic Rate Interface (BRI, 2B+D) is an Integrated Services Digital Network (ISDN) configuration intended primarily for use in subscriber lines similar to those that have long been used for voice-grade telephone service. As such, an ISDN BRI connection can use the existing telephone infrastructure at a business.	EA	$ 262.46	1.50%	$ 258.52
BRI Access Location - WA	Basic Rate Interface (BRI, 2B+D) is an Integrated Services Digital Network (ISDN) configuration intended primarily for use in subscriber lines similar to those that have long been used for voice-grade telephone service. As such, an ISDN BRI connection can use the existing telephone infrastructure at a business.	EA	$ 547.76	1.50%	$ 539.53
BRI Access Location - WI	Basic Rate Interface (BRI, 2B+D) is an Integrated Services Digital Network (ISDN) configuration intended primarily for use in subscriber lines similar to those that have long been used for voice-grade telephone service. As such, an ISDN BRI connection can use the existing telephone infrastructure at a business.	EA	$ 771.19	1.50%	$ 759.61
BRI Access Location - WV	Basic Rate Interface (BRI, 2B+D) is an Integrated Services Digital Network (ISDN) configuration intended primarily for use in subscriber lines similar to those that have long been used for voice-grade telephone service. As such, an ISDN BRI connection can use the existing telephone infrastructure at a business.	EA	$ 278.27	1.50%	$ 274.09
BRI Access Location - WY	Basic Rate Interface (BRI, 2B+D) is an Integrated Services Digital Network (ISDN) configuration intended primarily for use in subscriber lines similar to those that have long been used for voice-grade telephone service. As such, an ISDN BRI connection can use the existing telephone infrastructure at a business.	EA	$ 286.88	1.50%	$ 282.57

Service Name	Service Description	Service Charge	Service Area	Service Term	List Price	Percent Public Discount	Proposed Public Price
Nationwide Internet Tier 1 Minimum Download Speed = 3Mbps Minimum Upload Speed = 500 Kbps	Nationwide Internet Tier 1 Minimum Download Speed = 3Mbps Minimum Upload Speed = 500 Kbps	Monthly	Nationwide	12 Months	$ 86.32	1.50%	$ 85.02
Nationwide Internet Tier 2 Minimum Download Speed = 10Mbps Minimum Upload Speed = 3Mbps	Nationwide Internet Tier 2 Minimum Download Speed = 10Mbps Minimum Upload Speed = 3Mbps	Monthly	Nationwide	12 Months	$ 115.55	1.50%	$ 113.81
Nationwide Internet Tier 3 Minimum Download Speed = 15Mbps Minimum Upload Speed = 5Mbps	Nationwide Internet Tier 3 Minimum Download Speed = 15Mbps Minimum Upload Speed = 5Mbps	Monthly	Nationwide	12 Months	$ 138.04	1.50%	$ 135.97
Nationwide Internet Tier 4 Minimum Download Speed = 25Mbps Minimum Upload Speed = 10Mbps	Nationwide Internet Tier 4 Minimum Download Speed = 25Mbps Minimum Upload Speed = 10Mbps	Monthly	Nationwide	12 Months	$ 189.16	1.50%	$ 186.32
Nationwide Internet Tier 5 Minimum Download Speed = 50Mbps Minimum Upload Speed = 10Mbps	Nationwide Internet Tier 5 Minimum Download Speed = 50Mbps Minimum Upload Speed = 10Mbps	Monthly	Nationwide	12 Months	$ 192.23	1.50%	$ 189.34
Nationwide Internet Tier 6 Minimum Download Speed = 100Mbps Minimum Upload Speed = 10 Mbps	Nationwide Internet Tier 6 Minimum Download Speed = 100Mbps Minimum Upload Speed = 10 Mbps	Monthly	Nationwide	12 Months	$ 256.66	1.50%	$ 252.80
Nationwide Internet Tier 7 Minimum Download Speed = 200Mbps Minimum Upload Speed = 10Mbps	Nationwide Internet Tier 7 Minimum Download Speed = 200Mbps Minimum Upload Speed = 10Mbps	Monthly	Nationwide	12 months	$ 239.99	1.50%	$ 236.39
Nationwide Internet Tier 8 Minimum Download Speed = 500Mbps Minimum Upload Speed = 20Mbps	Nationwide Internet Tier 8 Minimum Download Speed = 500Mbps Minimum Upload Speed = 20Mbps	Monthly	Nationwide	12 months	$ 359.99	1.50%	$ 354.59
Nationwide Internet Tier 10 Minimum Download Speed = 1000Mbps Minimum Upload Speed = 35Mbps	Nationwide Internet Tier 10 Minimum Download Speed = 1000Mbps Minimum Upload Speed = 35Mbps	Monthly	Nationwide	12 months	$ 509.99	1.50%	$ 502.34
Service Relocation Non- Recurring Charge (No more than 50 miles)	Service Relocation Non- Recurring Charge (No more than 50 miles)	Each	Nationwide	One Time	$ 186.87	1.50%	$ 184.06
Service Activation Fee	Service Activation Fee	Each	Nationwide	One Time	$ 186.87	1.50%	$ 184.06
Equipment- Modem (Model Varies by Carrier)	Equipment- Modem (Model Varies by Carrier)	Each	Nationwide	One Time	$ 92.97	1.50%	$ 91.57

Service Name	Description	Service Charge	List Price	Percent Public Discount	Proposed Public Price		
100/100Mbps Symmetrical Broadband	100/100Mbps Symmetrical Broadband	Monthly	Nationwide	12 months	$ 334.90	1.50%	$ 329.88
200/200Mbps Symmetrical Broadband	200/200Mbps Symmetrical Broadband	Monthly	Nationwide	12 months	$ 379.23	1.50%	$ 373.54
300/300Mbps Symmetrical Broadband	300/300Mbps Symmetrical Broadband	Monthly	Nationwide	12 months	$ 418.63	1.50%	$ 412.35
500/500Mbps Symmetrical Broadband	500/500Mbps Symmetrical Broadband	Monthly	Nationwide	12 months	$ 566.38	1.50%	$ 557.88
1000/1000Mbps Symmetrical Broadband	1000/1000Mbps Symmetrical Broadband	Monthly	Nationwide	12 months	$ 645.18	1.50%	$ 635.50
2000/2000Mbps Symmetrical Broadband	2000/2000Mbps Symmetrical Broadband	Monthly	Nationwide	12 months	$ 723.98	1.50%	$ 713.12
Long Distance Only PRIs/EPRIs	Long Distance Only PRIs/EPRIs	Monthly	Lower 48 States	12 Months	$ 303.62	1.50%	$ 299.06
Long Distance Only PRIs/EPRIs	Long Distance Only PRIs/EPRIs	Monthly	Lower 48 States	36 Months	$ 302.06	1.50%	$ 297.52
Per PRI/EPRI - DID	Per PRI/EPRI - DID	Monthly	Lower 48 States	12 Months	$ 0.29	1.50%	$ 0.29
Per PRI/EPRI - DID	Per PRI/EPRI - DID	Monthly	Lower 48 States	36 Months	$ 0.28	1.50%	$ 0.28
Point To Point Circuits - 50mb	Point To Point Circuits - 50mb	Monthly	Lower 48 States	12 Months	$ 475.69	1.50%	$ 468.54
Point To Point Circuits - 1.5mb	Point To Point Circuits - 1.5mb	Monthly	Lower 48 States	12 Months	$ 2,752.86	1.50%	$ 2,711.51
PRI/EPRI	PRI/EPRI	Monthly	Lower 48 States	12 Months	$ 396.74	1.50%	$ 390.78
PRI/EPRI	PRI/EPRI	Monthly	Lower 48 States	36 Months	$ 392.68	1.50%	$ 386.78
DIA Ethernet 10A	10 Mbps – AT&T Service Area	Monthly	Nationwide	12 Months	$ 1,472.34	1.50%	$ 1,450.22
DIA Ethernet 10C	10 Mbps – CenturyLink Service Area	Monthly	Nationwide	12 Months	$ 1,097.93	1.50%	$ 1,081.44
DIA Ethernet 10F	10 Mbps – Frontier Service Area	Monthly	Nationwide	12 Months	$ 1,282.58	1.50%	$ 1,263.31
DIA Ethernet 10V	10 Mbps – Verizon Service Area	Monthly	Nationwide	12 Months	$ 1,119.04	1.50%	$ 1,102.23
DIA Ethernet 10X	10 Mbps – Other Service Area	Monthly	Nationwide	12 Months	$ 1,741.82	1.50%	$ 1,715.66
DIA Ethernet 20A	20 Mbps – AT&T Service Area	Monthly	Nationwide	12 Months	$ 1,834.12	1.50%	$ 1,806.57
DIA Ethernet 20C	20 Mbps – CenturyLink Service Area	Monthly	Nationwide	12 Months	$ 1,655.97	1.50%	$ 1,631.10
DIA Ethernet 20F	20 Mbps – Frontier Service Area	Monthly	Nationwide	12 Months	$ 1,640.25	1.50%	$ 1,615.61
DIA Ethernet 20V	20 Mbps – Verizon Service Area	Monthly	Nationwide	12 Months	$ 1,393.85	1.50%	$ 1,372.91
DIA Ethernet 20X	20 Mbps – Other Service Area	Monthly	Nationwide	12 Months	$ 2,299.96	1.50%	$ 2,265.41
DIA Ethernet 30A	30 Mbps – AT&T Service Area	Monthly	Nationwide	12 Months	$ 2,170.97	1.50%	$ 2,138.36
DIA Ethernet 30C	30 Mbps – CenturyLink Service Area	Monthly	Nationwide	12 Months	$ 1,821.32	1.50%	$ 1,793.96
DIA Ethernet 30F	30 Mbps – Frontier Service Area	Monthly	Nationwide	12 Months	$ 1,967.00	1.50%	$ 1,937.45
DIA Ethernet 30V	30 Mbps – Verizon Service Area	Monthly	Nationwide	12 Months	$ 1,617.74	1.50%	$ 1,593.44
DIA Ethernet 30X	30 Mbps – Other Service Area	Monthly	Nationwide	12 Months	$ 2,812.26	1.50%	$ 2,770.02
DIA Ethernet 50A	50 Mbps – AT&T Service Area	Monthly	Nationwide	12 Months	$ 2,512.75	1.50%	$ 2,475.01
DIA Ethernet 50C	50 Mbps – CenturyLink Service Area	Monthly	Nationwide	12 Months	$ 1,991.19	1.50%	$ 1,961.28
DIA Ethernet 50F	50 Mbps – Frontier Service Area	Monthly	Nationwide	12 Months	$ 2,688.44	1.50%	$ 2,648.06
DIA Ethernet 50V	50 Mbps – Verizon Service Area	Monthly	Nationwide	12 Months	$ 2,145.45	1.50%	$ 2,113.22
DIA Ethernet 50X	50 Mbps – Other Service Area	Monthly	Nationwide	12 Months	$ 4,367.30	1.50%	$ 4,301.70
DIA Ethernet 100A	100 Mbps – AT&T Service Area	Monthly	Nationwide	12 Months	$ 3,016.07	1.50%	$ 2,970.77
DIA Ethernet 100C	100 Mbps – CenturyLink Service Area	Monthly	Nationwide	12 Months	$ 2,592.20	1.50%	$ 2,553.26
DIA Ethernet 100F	100 Mbps – Frontier Service Area	Monthly	Nationwide	12 Months	$ 3,340.01	1.50%	$ 3,289.84
DIA Ethernet 100V	100 Mbps – Verizon Service Area	Monthly	Nationwide	12 Months	$ 2,953.23	1.50%	$ 2,908.87
DIA Ethernet 100X	100 Mbps – Other Service Area	Monthly	Nationwide	12 Months	$ 4,366.82	1.50%	$ 4,301.23
DIA Ethernet 1000A	1 Gbps – AT&T Service Area	Monthly	Nationwide	12 Months	$ 7,983.88	1.50%	$ 7,863.95
DIA Ethernet 1000C	1 Gbps – CenturyLink Service Area	Monthly	Nationwide	12 Months	$ 8,681.04	1.50%	$ 8,550.64
DIA Ethernet 1000F	1 Gbps – Frontier Service Area	Monthly	Nationwide	12 Months	$ 8,328.49	1.50%	$ 8,203.39
DIA Ethernet 1000V	1 Gbps – Verizon Service Area	Monthly	Nationwide	12 Months	$ 9,119.59	1.50%	$ 8,982.61
DIA Ethernet 1000X	1 Gbps – Other Service Area	Monthly	Nationwide	12 Months	$ 9,058.63	1.50%	$ 8,922.56
Ethernet Activation	Ethernet Service Activation Fee	One- time Charge	Nationwide	N/A	$ 1,304.15	1.50%	$ 1,284.56
T-1 (1.5mb)	T-1 Service- All Service areas (mileage rates may apply)	Monthly	Nationwide	12 Months	$ 417.47	1.50%	$ 411.20
T-1 mileage	Monthly Per Mile Charge	Monthly	Nationwide	12 Months	$ 5.21	1.50%	$ 5.13
DIA Ethernet 10A	10 Mbps – AT&T Service Area	Monthly	Nationwide	36 Months	$ 818.23	1.50%	$ 805.94
DIA Ethernet 10C	10 Mbps – CenturyLink Service Area	Monthly	Nationwide	36 Months	$ 608.92	1.50%	$ 599.77
DIA Ethernet 10F	10 Mbps – Frontier Service Area	Monthly	Nationwide	36 Months	$ 660.76	1.50%	$ 650.83
DIA Ethernet 10V	10 Mbps – Verizon Service Area	Monthly	Nationwide	36 Months	$ 836.17	1.50%	$ 823.61
DIA Ethernet 10X	10 Mbps – Other Service Area	Monthly	Nationwide	36 Months	$ 967.68	1.50%	$ 953.14
DIA Ethernet 20A	20 Mbps – AT&T Service Area	Monthly	Nationwide	36 Months	$ 1,018.96	1.50%	$ 1,003.65
DIA Ethernet 20C	20 Mbps – CenturyLink Service Area	Monthly	Nationwide	36 Months	$ 825.87	1.50%	$ 813.46
DIA Ethernet 20F	20 Mbps – Frontier Service Area	Monthly	Nationwide	36 Months	$ 876.01	1.50%	$ 862.85
DIA Ethernet 20V	20 Mbps – Verizon Service Area	Monthly	Nationwide	36 Months	$ 1,009.50	1.50%	$ 994.34
DIA Ethernet 20X	20 Mbps – Other Service Area	Monthly	Nationwide	36 Months	$ 1,277.54	1.50%	$ 1,258.35
DIA Ethernet 30A	30 Mbps – AT&T Service Area	Monthly	Nationwide	36 Months	$ 1,206.96	1.50%	$ 1,188.83
DIA Ethernet 30C	30 Mbps – CenturyLink Service Area	Monthly	Nationwide	36 Months	$ 963.69	1.50%	$ 949.21
DIA Ethernet 30F	30 Mbps – Frontier Service Area	Monthly	Nationwide	36 Months	$ 1,067.82	1.50%	$ 1,051.78
DIA Ethernet 30V	30 Mbps – Verizon Service Area	Monthly	Nationwide	36 Months	$ 1,015.82	1.50%	$ 1,000.56
DIA Ethernet 30X	30 Mbps – Other Service Area	Monthly	Nationwide	36 Months	$ 1,562.37	1.50%	$ 1,538.90
DIA Ethernet 50A	50 Mbps – AT&T Service Area	Monthly	Nationwide	36 Months	$ 1,396.98	1.50%	$ 1,376.00
DIA Ethernet 50C	50 Mbps – CenturyLink Service Area	Monthly	Nationwide	36 Months	$ 1,109.30	1.50%	$ 1,092.64
DIA Ethernet 50F	50 Mbps – Frontier Service Area	Monthly	Nationwide	36 Months	$ 1,432.48	1.50%	$ 1,410.96
DIA Ethernet 50V	50 Mbps – Verizon Service Area	Monthly	Nationwide	36 Months	$ 1,202.81	1.50%	$ 1,184.74
DIA Ethernet 50X	50 Mbps – Other Service Area	Monthly	Nationwide	36 Months	$ 2,031.86	1.50%	$ 2,001.34
DIA Ethernet 100A	100 Mbps – AT&T Service Area	Monthly	Nationwide	36 Months	$ 1,676.59	1.50%	$ 1,651.41
DIA Ethernet 100C	100 Mbps – CenturyLink Service Area	Monthly	Nationwide	36 Months	$ 1,441.83	1.50%	$ 1,420.17
DIA Ethernet 100F	100 Mbps – Frontier Service Area	Monthly	Nationwide	36 Months	$ 1,904.97	1.50%	$ 1,876.36
DIA Ethernet 100V	100 Mbps – Verizon Service Area	Monthly	Nationwide	36 Months	$ 1,550.71	1.50%	$ 1,527.42
DIA Ethernet 100X	100 Mbps – Other Service Area	Monthly	Nationwide	36 Months	$ 2,426.24	1.50%	$ 2,389.80
DIA Ethernet 1000A	1 Gbps – AT&T Service Area	Monthly	Nationwide	36 Months	$ 4,435.01	1.50%	$ 4,368.39
DIA Ethernet 1000C	1 Gbps – CenturyLink Service Area	Monthly	Nationwide	36 Months	$ 6,620.76	1.50%	$ 6,521.31
DIA Ethernet 1000F	1 Gbps – Frontier Service Area	Monthly	Nationwide	36 Months	$ 6,370.05	1.50%	$ 6,274.37
DIA Ethernet 1000V	1 Gbps – Verizon Service Area	Monthly	Nationwide	36 Months	$ 4,262.49	1.50%	$ 4,198.46
DIA Ethernet 1000X	1 Gbps – Other Service Area	Monthly	Nationwide	36 Months	$ 5,032.45	1.50%	$ 4,956.86
DIA Ethernet 10000V	10 Gbps – Verizon Service Area	Monthly	Nationwide	36 Months	$ 8,920.90	1.50%	$ 8,786.90
DIA Ethernet 100000X	100 Gbps – Other Service Area	Monthly	Nationwide	36 Months	$ 22,500.00	1.50%	$ 22,162.50

Nationwide Services Notes:

1. Prices are subject to pre-qualification of sites to determine service availability.
2. Internet Service will be delivered via Digital Subscriber Line (DSL), Cable Broadband, or FTTX.
3. The following minimum requirements for quantity and coverage area apply to be eligible to order the Nationwide Service.
A. Minimum order quantity: 200 Circuits
B. Minimum coverage area: 11 States
4. Minimum contract term is 1 year.
5. Maximum allowable service relocations within 12 months shall be limited to 10% of total inventory.
6. Symmetrical Broadband is not available for all Carriers. Speed availabilities are not guaranteed, even when in the Broadband footprint. A prequalification must be run for every location to determine availability.

Additional Notes:

1. Speeds are listed by download speed / upload speed
2. Prices are subject to change if construction is necessary to deliver the requested service.
3. Granite will waive its Carrier Surcharge Recovery Fee for all to all Hi-CAP circuits/services delivered by Covad, Verizon, AT&T or CenturyLink.
4. Prices exclude modem and router costs, which vary based on customer specifications and models.
5. Prices exclude applicable taxes, fees and surcharges in accordance with applicable law, tariff or regulatory provisions.

Terms and Conditions:

Prices are subject to pre-qualification of sites to determine service availability. If applicable, T-1 Mileage shall be the total miles between the service location and the serving central office.
CableVision FootPrint - Colorado, Connecticut, Montana, New Jersey, New York, Utah, Wisconsin
Charter FootPrint - Alabama, California, Connecticut, Georgia, Illinois, Louisiana, Michigan, Minnesota, Missouri, Nebraska, Nevada, New Hampshire, North Carolina, Oregon, South Carolina, Tennessee, Texas, Vermont, Virginia, Washington, Wisconsin.

Comcast FootPrint - Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, Ohio, Oregon, Pennsylvania, South Carolina, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin.

Cox FootPrint - Arizona, Arkansas, California, Connecticut, Florida, Georgia, Idaho, Iowa, Kansas, Louisiana, Massachusetts, Nebraska, Nevada, Ohio, Oklahoma, Rhode Island, Virginia
TimeWarner FootPrint - Kentucky, Maine, New York, North Carolina, Ohio, South Carolina, Texas, Wisconsin
AT&T Ethernet CLLIs
Verizon Ethernet CLLIs
Covad Service Area

Definitions and Abbreviations:

"DIA" - Dedicated Internet Access
"DID" - Direct Inward Dialing, ability of a caller outside of company to call an extension directly
“Dynamic - Internet Protocol” address that changes each time you connect to the Internet
"PRI" - Primary Rate Interface, ISDN version of a T1
“Static - Internet Protocol” address that does not change and that is unique to the user
"TDM" - Time-division multiplexing

Service Name	Description	Service Charge	List Price	Percent Public Discount	Proposed Public Price
	An SD- WAN solution with a max bandwidth of 30 Mbps per location. Included: Cloud-Delivered; Velocloud Dynamic Multi-Path Optimization (DMPO); cloud VPN; Velocloud Multisource Inbound Quality of Service; stateful firewall; multiple WAN connections with load sharing; application optimization. Software- defined WAN (SD- WAN) is a suite of features designed to allow the network to dynamically adjust to changing WAN conditions without the need for manual intervention by the network administrator. By providing granular control over how certain traffic types respond to changes in WAN availability and performance, SD-WAN can ensure optimal performance for critical applications and help to avoid disruptions of highly performance- sensitive traffic, such as VoIP. SD- WAN is divided into bandwidth tiers with max speed mbps per location and facilitates multiple WAN paths to achieve the desired features of the end user.	EA	$ 116.99	1.50%	$ 115.23
SD-WAN Velocloud - Medium Branch	An SD- WAN solution with a max bandwidth of 50 Mbps per location. Included: Cloud-Delivered; Velocloud Dynamic Multi-Path Optimization (DMPO); cloud VPN; Velocloud Multisource Inbound Quality of Service; stateful firewall; multiple WAN connections with load sharing; application optimization. Software- defined WAN (SD- WAN) is a suite of features designed to allow the network to dynamically adjust to changing WAN conditions without the need for manual intervention by the network administrator. By providing granular control over how certain traffic types respond to changes in WAN availability and performance, SD-WAN can ensure optimal performance for critical applications and help to avoid disruptions of highly performance- sensitive traffic, such as VoIP. SD- WAN is divided into bandwidth tiers with max speed mbps per location and facilitates multiple WAN paths to achieve the desired features of the end user.	EA	$ 127.17	1.50%	$ 125.26
SD-WAN Velocloud- Large Branch	An SD- WAN solution with a max bandwidth of 100 Mbps per location. Included: Cloud-Delivered; Velocloud Dynamic Multi-Path Optimization (DMPO); cloud VPN; Velocloud Multisource Inbound Quality of Service; stateful firewall; multiple WAN connections with load sharing; application optimization. Software- defined WAN (SD- WAN) is a suite of features designed to allow the network to dynamically adjust to changing WAN conditions without the need for manual intervention by the network administrator. By providing granular control over how certain traffic types respond to changes in WAN availability and performance, SD-WAN can ensure optimal performance for critical applications and help to avoid disruptions of highly performance- sensitive traffic, such as VoIP. SD- WAN is divided into bandwidth tiers with max speed mbps per location and facilitates multiple WAN paths to achieve the desired features of the end user.	EA	$ 254.32	1.50%	$ 250.50
SD-WAN Velocloud - XL Branch	An SD- WAN solution with a max bandwidth of 200 Mbps per location. Included: Cloud-Delivered; Velocloud Dynamic Multi-Path Optimization (DMPO); cloud VPN; Velocloud Multisource Inbound Quality of Service; stateful firewall; multiple WAN connections with load sharing; application optimization. Software-defined WAN (SD- WAN) is a suite of features designed to allow the network to dynamically adjust to changing WAN conditions without the need for manual intervention by the network administrator. By providing granular control over how certain traffic types respond to changes in WAN availability and performance, SD-WAN can ensure optimal performance for critical applications and help to avoid disruptions of highly performance- sensitive traffic, such as VoIP. SD- WAN is divided into bandwidth tiers with max speed mbps per location and facilitates multiple WAN paths to achieve the desired features of the end user.	EA	$ 518.82	1.50%	$ 511.03
SD-WAN Velocloud- HQ	An SD- WAN solution with a max bandwidth of 400 Mbps per location. Included: Cloud-Delivered; Velocloud Dynamic Multi-Path Optimization (DMPO); cloud VPN; Velocloud Multisource Inbound Quality of Service; stateful firewall; multiple WAN connections with load sharing; application optimization. Software- defined WAN (SD- WAN) is a suite of features designed to allow the network to dynamically adjust to changing WAN conditions without the need for manual intervention by the network administrator. By providing granular control over how certain traffic types respond to changes in WAN availability and performance, SD-WAN can ensure optimal performance for critical applications and help to avoid disruptions of highly performance- sensitive traffic, such as VoIP. SD- WAN is divided into bandwidth tiers with max speed mbps per location and facilitates multiple WAN paths to achieve the desired features of the end user.	EA	$ 539.16	1.50%	$ 531.06
SD-WAN Velocloud - Data Center	An SD- WAN solution with a max bandwidth of 1000 Mbps per location. Included: Cloud-Delivered; Velocloud Dynamic Multi-Path Optimization (DMPO); cloud VPN; Velocloud Multisource Inbound Quality of Service; stateful firewall; multiple WAN connections with load sharing; application optimization. Software- defined WAN (SD- WAN) is a suite of features designed to allow the network to dynamically adjust to changing WAN conditions without the need for manual intervention by the network administrator. By providing granular control over how certain traffic types respond to changes in WAN availability and performance, SD-WAN can ensure optimal performance for critical applications and help to avoid disruptions of highly performance- sensitive traffic, such as VoIP. SD- WAN is divided into bandwidth tiers with max speed mbps per location and facilitates multiple WAN paths to achieve the desired features of the end user.	EA	$ 793.50	1.50%	$ 781.58
SD-WAN Velocloud - Large Data Center	An SD- WAN solution with a max bandwidth of 2000 Mbps per location. Included: Cloud-Delivered; Velocloud Dynamic Multi-Path Optimization (DMPO); cloud VPN; Velocloud Multisource Inbound Quality of Service; stateful firewall; multiple WAN connections with load sharing; application optimization. Software- defined WAN (SD- WAN) is a suite of features designed to allow the network to dynamically adjust to changing WAN conditions without the need for manual intervention by the network administrator. By providing granular control over how certain traffic types respond to changes in WAN availability and performance, SD-WAN can ensure optimal performance for critical applications and help to avoid disruptions of highly performance- sensitive traffic, such as VoIP. SD- WAN is divided into bandwidth tiers with max speed mbps per location and facilitates multiple WAN paths to achieve the desired features of the end user.	EA	$ 1,332.66	1.50%	$ 1,312.64
Meraki Enterprise- Small Branch	An SD- WAN solution with a max bandwidth of 200 Mbps per location.**Please note, Granite will only offer the SD-Wan service at this time and will not supply the associated equipment.	EA	$ 61.03	1.50%	$ 60.11
Meraki Enterprise- Midsize branch	An SD- WAN solution with a max bandwidth of 250 Mbps per location.**Please note, Granite will only offer the SD-Wan service at this time and will not supply the associated equipment.	EA	$ 81.37	1.50%	$ 80.15
Meraki Enterprise- Medium Branch	An SD- WAN solution with a max bandwidth of 300 Mbps per location.**Please note, Granite will only offer the SD-Wan service at this time and will not supply the associated equipment.	EA	$ 101.72	1.50%	$ 100.19
Meraki Enterprise- Large Branch	An SD- WAN solution with a max bandwidth of 500 Mbps per location.**Please note, Granite will only offer the SD-Wan service at this time and will not supply the associated equipment.	EA	$ 223.79	1.50%	$ 220.43
Meraki Enterprise- HQ	An SD- WAN solution with a max bandwidth of 1000 Mbps per location.**Please note, Granite will only offer the SD-Wan service at this time and will not supply the associated	EA	$ 457.79	1.50%	$ 450.91
Meraki Enterprise- Data Center	An SD- WAN solution with a max bandwidth of 2000 Mbps per location.**Please note, Granite will only offer the SD-Wan service at this time and will not supply the associated	EA	$ 925.74	1.50%	$ 911.83
Meraki Advanced Security - Small Branch	An SD- WAN solution with a max bandwidth of 200 Mbps per location. Advanced Security also includes intrusion detection/prevention, anti-virus and anti- phishing, advanced content and web- search filtering, geographical based firewall rules and advanced malware protection. **Please note, Granite will only offer the SD-Wan service at this time and will not supply the associated equipment.	EA	$ 122.05	1.50%	$ 120.22
Meraki Advanced Security - Midsize Branch	An SD- WAN solution with a max bandwidth of 250 Mbps per location. Advanced Security also includes intrusion detection/prevention, anti-virus and anti- phishing, advanced content and web- search filtering, geographical based firewall rules and advanced malware protection.**Please note, Granite will only offer the SD-Wan service at this time and will not supply the associated equipment.	EA	$ 142.40	1.50%	$ 140.26

Service Name	Description	Service Charge	List Price	Percent Public Discount	Proposed Public Price
Meraki Advanced Security - Medium Branch	An SD- WAN solution with a max bandwidth of 300 Mbps per location. Advanced Security also includes intrusion detection/prevention, anti-virus and anti- phishing, advanced content and web- search filtering, geographical based firewall rules and advanced malware protection.**Please note, Granite will only offer the SD-Wan service at this time and will not supply the associated equipment.	EA	$ 203.45	1.50%	$ 200.39
Meraki Advanced Security - Large Branch	An SD- WAN solution with a max bandwidth of 500 Mbps per location. Advanced Security also includes intrusion detection/prevention, anti-virus and anti- phishing, advanced content and web- search filtering, geographical based firewall rules and advanced malware protection.**Please note, Granite will only offer the SD-Wan service at this time and will not supply the associated equipment.	EA	$ 447.59	1.50%	$ 440.87
Meraki Advanced Security - HQ	An SD- WAN solution with a max bandwidth of 1000 Mbps per location. Advanced Security also includes intrusion detection/prevention, anti-virus and anti- phishing, advanced content and web- search filtering, geographical based firewall rules and advanced malware protection. **Please note, Granite will only offer the SD-Wan service at this time and will not supply the associated equipment.	EA	$ 996.92	1.50%	$ 981.95
Meraki Advanced Security - Data Center	An SD- WAN solution with a max bandwidth of 2000 Mbps per location. Advanced Security also includes intrusion detection/prevention, anti-virus and anti- phishing, advanced content and web- search filtering, geographical based firewall rules and advanced malware protection.**Please note, Granite will only offer the SD-Wan service at this time and will not supply the associated equipment.	EA	$ 2,014.23	1.50%	$ 1,983.97
IP Block -/30	A device's IP address allows the device to interact with, receive information from, and otherwise contact other devices and networks on the internet. In a /30, the end-user will have 2 usable IP addresses in the block.	EA	N/A	N/A	N/A
IP Block -/29	A device's IP address allows the device to interact with, receive information from, and otherwise contact other devices and networks on the internet. In a /29, the end-user will have 6 usable IP addresses in the block.	EA	$ 25.43	1.50%	$ 25.05
IP Block -/28	A device's IP address allows the device to interact with, receive information from, and otherwise contact other devices and networks on the internet. In a /28, the end-user will have 14 usable IP addresses in the block.	EA	$ 35.60	1.50%	$ 35.07
IP Block -/27	A device's IP address allows the device to interact with, receive information from, and otherwise contact other devices and networks on the internet. In a /27, the end-user will have 30 usable IP addresses in the block.	EA	$ 50.86	1.50%	$ 50.10
IP Block -/26	A device's IP address allows the device to interact with, receive information from, and otherwise contact other devices and networks on the internet. In a /26, the end-user will have 62 usable IP addresses in the block.	EA	$ 76.30	1.50%	$ 75.15
IP Block -/25	A device's IP address allows the device to interact with, receive information from, and otherwise contact other devices and networks on the internet. In a /25, the end-user will have 126 usable IP addresses in the block.	EA	$ 101.73	1.50%	$ 100.20
IP Block -/24	A device's IP address allows the device to interact with, receive information from, and otherwise contact other devices and networks on the internet. In a /24, the end-user will have 254 usable IP addresses in the block.	EA	$ 167.85	1.50%	$ 165.33

Wireless Plans

Service Name	Description	Service Charge	List Price	Percent Public Discount	Proposed Public Price
AT&T Wireless Broadband 25Mbps - 300GB (Non-Throttled)	The 25Mbps plan comes with 300GB of speed-restricted data for fixed wireless router applications within AT&T's Cellular Footprint.	EA - MRC	$ 99.00	1.50%	$ 97.52
AT&T Wireless Broadband 50Mbps - 300GB (Non-Throttled)	The 55Mbps plan comes with 300GB of speed-restricted data for fixed wireless router applications within AT&T's Cellular Footprint.	EA - MRC	$ 125.00	1.50%	$ 123.13
AT&T Wireless Broadband 100Mbps - 300GB (Non-Throttled)	The 100Mbps plan comes with 300GB of speed-restricted data for fixed wireless router applications within AT&T's Cellular Footprint.	EA - MRC	$ 140.00	1.50%	$ 137.90
Verizon 300GB Fixed Wireless Plan at 25Mbps	The 25Mbps plan comes with 300GB of speed-restricted data for fixed wireless router applications within Verizon's 4G/LTE Cellular Footprint.	EA - MRC	$ 99.00	1.50%	$ 97.52
Verizon 300GB Fixed Wireless Plan at 50Mbps	The 50Mbps plan comes with 300GB of speed-restricted data for fixed wireless router applications within Verizon's 4G/LTE Cellular Footprint.	EA - MRC	$ 130.00	1.50%	$ 128.05
Verizon Unlimited 5G Fixed Wireless Plan at 100Mbps	The 100Mbps Plan offers unlimited data usage for fixed wireless router applications within Verizon's 5G Cellular Footprint. This plan requires 5G Verizon Ultrawideband availability as well as a certified, compatible router.	EA - MRC	$ 99.00	1.50%	$ 97.52
Verizon Unlimited 5G Fixed Wireless Plan at 200Mbps	The 200Mbps Plan offers unlimited data usage for fixed wireless router applications within Verizon's 5G Cellular Footprint. This plan requires 5G Verizon Ultrawideband availability as well as a certified, compatible router.	EA - MRC	$ 130.00	1.50%	$ 128.05
T-Mobile 100GB Mobile Broadband Plan ($4.99/GB after 100GB)	The 100GB High-Bandwidth plan comes with 100GB of cellular data for fixed wireless router applications on T-Mobiles Cellular Footprint.	EA - MRC	$ 260.00	1.50%	$ 256.10
Cross Carrier (Choice of: Verizon, AT&T, T-Mobile) 100MB Pooled Data Plan	The 100MB Cross Carrier Pooled plan comes with 100MB of cellular data for tablets, hotspots, routers, and other data only applications.	EA - MRC	$ 5.00	1.50%	$ 4.93
Cross Carrier (Choice of: Verizon, AT&T, T-Mobile) 250MB Pooled Data Plan	The 250MB Cross Carrier Pooled plan comes with 250MB of cellular data for tablets, hotspots, routers, and other data only applications.	EA - MRC	$ 7.00	1.50%	$ 6.90
Cross Carrier (Choice of: Verizon, AT&T, T-Mobile) 500MB Pooled Data Plan	The 500MB Cross Carrier Pooled plan comes with 500MB of cellular data for tablets, hotspots, routers, and other data only applications.	EA - MRC	$ 9.00	1.50%	$ 8.87
Cross Carrier (Choice of: Verizon, AT&T, T-Mobile) 1GB Pooled Data Plan	The 1GB Cross Carrier Pooled plan comes with 1GB of cellular data for tablets, hotspots, routers, and other data only applications.	EA - MRC	$ 15.00	1.50%	$ 14.78
Cross Carrier (Choice of: Verizon, AT&T, T-Mobile) 2GB Pooled Data Plan	The 2GB Cross Carrier Pooled plan comes with 2GB of cellular data for tablets, hotspots, routers, and other data only applications.	EA - MRC	$ 23.00	1.50%	$ 22.66
Cross Carrier (Choice of: Verizon, AT&T, T-Mobile) 3GB Pooled Data Plan	The 3GB Cross Carrier Pooled plan comes with 3GB of cellular data for tablets, hotspots, routers, and other data only applications.	EA - MRC	$ 30.00	1.50%	$ 29.55
Cross Carrier (Choice of: Verizon, AT&T, T-Mobile) 5GB Pooled Data Plan	The 5GB Cross Carrier Pooled plan comes with 5GB of cellular data for tablets, hotspots, routers, and other data only applications.	EA - MRC	$ 40.00	1.50%	$ 39.40
Cross Carrier (Choice of: Verizon, AT&T, T-Mobile) 10GB Pooled Data Plan	The 10GB Cross Carrier Pooled plan comes with 10GB of cellular data for tablets, hotspots, routers, and other data only applications.	EA - MRC	$ 70.00	1.50%	$ 68.95
Cross Carrier (Choice of: Verizon, AT&T, T-Mobile) 20GB Pooled Data Plan	The 20GB Cross Carrier Pooled plan comes with 20GB of cellular data for tablets, hotspots, routers, and other data only applications.	EA - MRC	$ 110.00	1.50%	$ 108.35
Cross Carrier (Choice of: Verizon, AT&T, T-Mobile) 40GB Pooled Data Plan	The 40GB Cross Carrier Pooled plan comes with 40GB of cellular data for tablets, hotspots, routers, and other data only applications.	EA - MRC	$ 170.00	1.50%	$ 167.45
Cross Carrier (Choice of: Verizon, AT&T, T-Mobile) 50GB Pooled Data Plan	The 50GB Cross Carrier Pooled plan comes with 50GB of cellular data for tablets, hotspots, routers, and other data only applications.	EA - MRC	$ 190.00	1.50%	$ 187.15

Service Name	Description	Service Charge	List Price	Percent Public Discount	Proposed Public Price
Cross Carrier (Choice of: Verizon, AT&T, T-Mobile) 60GB Pooled Data Plan	The 60GB Cross Carrier Pooled plan comes with 60GB of cellular data for tablets, hotspots, routers, and other data only applications.	EA - MRC	$ 220.00	1.50%	$ 216.70
Cross Carrier (Choice of: Verizon, AT&T, T-Mobile) 80GB Pooled Data Plan	The 80GB Cross Carrier Pooled plan comes with 80GB of cellular data for tablets, hotspots, routers, and other data only applications.	EA - MRC	$ 280.00	1.50%	$ 275.80
Cross Carrier (Choice of: Verizon, AT&T, T-Mobile) 100GB Pooled Data Plan	The 100GB Cross Carrier Pooled plan comes with 100GB of cellular data for tablets, hotspots, routers, and other data only applications.	EA - MRC	$ 350.00	1.50%	$ 344.75
Cross Carrier (Choice of: Verizon, AT&T, T-Mobile) 200GB Pooled Data Plan	The 200GB Cross Carrier Pooled plan comes with 200GB of cellular data for tablets, hotspots, routers, and other data only applications.	EA - MRC	$ 650.00	1.50%	$ 640.25
Cross Carrier (Choice of: Verizon, AT&T, T-Mobile) 300GB Pooled Data Plan	The 300GB Cross Carrier Pooled plan comes with 300GB of cellular data for tablets, hotspots, routers, and other data only applications.	EA - MRC	$ 1,000.00	1.50%	$ 985.00
Basic Phone Plan Granite Wireless (Choice of: Verizon, AT&T)	The Basic Phone plan includes unlimited talk and text for basic phones. Basic Phone Plan offers a choice of Verizon or AT&T.	EA - MRC	$ 30.00	1.50%	$ 29.55
3GB Granite Wireless VzW Smartphone Pooled	The 3GB Smartphone plan includes 3GB of cellular data in addition to unlimited talk and text for smartphones or basic phones.	EA - MRC	$ 50.00	1.50%	$ 49.25
5GB Granite Wireless VzW Smartphone Pooled	The 5GB Smartphone plan includes 5GB of cellular data in addition to unlimited talk and text for smartphones or basic phones.	EA - MRC	$ 55.00	1.50%	$ 54.18
Unlimited Smartphone Plan Granite Wireless VzW	The Unlimited Smartphone plan includes up to 22GB of high-speed data while mitigating the possibility of overages at a fixed rate. In addition to the data the Unlimited Smartphone plan includes unlimited talk and text.	EA - MRC	$ 95.00	1.50%	$ 93.58
1 Gb Mobile Select AT&T Pooled Smartphone Plan	The 1GB Smartphone plan includes 1GB of cellular data in addition to unlimited talk and text for smartphones or basic phones.	EA - MRC	$ 30.00	1.50%	$ 29.55
2 Gb Mobile Select AT&T Pooled Smartphone Plan	The 2GB Smartphone plan includes 2GB of cellular data in addition to unlimited talk and text for smartphones or basic phones.	EA - MRC	$ 40.00	1.50%	$ 39.40
3 Gb Mobile Select AT&T Pooled Smartphone Plan	The 3GB Smartphone plan includes 3GB of cellular data in addition to unlimited talk and text for smartphones or basic phones.	EA - MRC	$ 45.00	1.50%	$ 44.33
4 Gb Mobile Select AT&T Pooled Smartphone Plan	The 4GB Smartphone plan includes 4GB of cellular data in addition to unlimited talk and text for smartphones or basic phones.	EA - MRC	$ 50.00	1.50%	$ 49.25
5 Gb Mobile Select AT&T Pooled Smartphone Plan	The 5GB Smartphone plan includes 5GB of cellular data in addition to unlimited talk and text for smartphones or basic phones.	EA - MRC	$ 60.00	1.50%	$ 59.10
Unlimited AT&T Smartphone Plan	The Unlimited Smartphone plan includes 15GB of high-speed data while mitigating the possibility of overages at a fixed rate. In addition to the data the Unlimited Smartphone plan includes unlimited talk and text.	EA - MRC	$ 70.00	1.50%	$ 68.95
Mobility Static IP	A Static IP address is a permanent address configured to a device before it connects to a network, which allows the device to interact with, receive information from, and otherwise contact other devices and networks on the internet. Once assigned to a device, the Static IP address does not change.	EA - MRC	$ 2.99	1.50%	$ 2.95
Mobility Overage Protection Plan (NOverage)	NOverage allows customers to have Granite automatically upgrade their plans to avoid overage charges, subject to the following conditions: 1. Granite Telecommunications, LLC ("Granite") will monitor data usage for the purpose of implementing plan revisions to accommodate increased usage and optimize Customer's cost. Customer agrees to pay a monthly recurring charge of $1.95 per Mobility Service plan, per month for enrollment in the Overage Protection Plan. 2. Customer's Mobility Services plans will be revised, by Granite, to increase data allowance and avoid overages. Enrollment within the Overage Protection Plan requires inclusion of all of Customer's Mobility Services. 3. Customer will not incur a Service Order Charge for plan revisions made in accordance with the Overage Protection Plan. 4. Customer fully accepts payment obligations associated with all Mobility Services and plan revisions in accordance with the Overage Protection Plan.	EA - MRC	$ 1.98	1.50%	$ 1.95

Wireless Services Terms and Conditions

1. Granite's price includes a dedicated Premier support team, advanced online portals for management and reporting, as well as optional TEM services.
2. Granite's Cross Carrier Pooled plans offer the choice of Verizon, AT&T, or T-Mobile to provide coverage flexibility while retaining the simplicity of a single management interface and bill.
3. For services outside of Granite's service area, Granite may re-bill and manage the line at cost, with an added monthly fee of $17.95 per paper invoice.
4. Minimum service term commitments may apply
5. Prices do not include overage charges, SIM card or any equipment, which will be separately assessed. Additional devices not itemized in Granite's price list are available at MSRP.
6. Phase 1 conversion may take up to 3 months to complete
7. Applicable taxes, fees, shipping and delivery are not included.
8. International Day Pass will be activated for $10 per day when traveling internationally
9. No Granite Wireless VzW Domestic Roaming or International Services.

Wireless Broadband Terms and Conditions

1. AT&T may slow speeds, after 75GB of 12Mbps data usage, 125GB of 50Mbps data usage and or 175GB of 100Mbps data usage. After 300GB usage overage of $3.50/GB.
2. Verizon 100x100Mbps requires 5G connectivity, if there is no 5G in the area then Verizon reserves the right to bump the plan to the 10x10Mbps 25x25Mbps plan.
3. Verizon plans deprioritize at 25GB for 10x10Mbps plan, 50GB for 25x25Mbps Plan. After 300GB usage overage of $3.50/GB.

POTS

State	List Price	Percent Public Discount	Proposed Public Price
AL	$ 47.69	1.50%	$ 46.97
AR	$ 47.15	1.50%	$ 46.44
AZ	$ 21.03	1.50%	$ 20.71
CA	$ 40.04	1.50%	$ 39.44
CO	$ 61.76	1.50%	$ 60.84
CT	$ 39.83	1.50%	$ 39.23
DC	$ 21.42	1.50%	$ 21.10
DE	$ 26.47	1.50%	$ 26.07
FL	$ 58.26	1.50%	$ 57.40
GA	$ 46.55	1.50%	$ 45.85
HI	$ 51.99	1.50%	$ 51.21
IA	$ 24.74	1.50%	$ 24.37
ID	$ 36.98	1.50%	$ 36.42
IL	$ 44.39	1.50%	$ 43.72
IN	$ 44.54	1.50%	$ 43.87
KS	$ 42.40	1.50%	$ 41.76
KY	$ 50.77	1.50%	$ 50.01
LA	$ 45.04	1.50%	$ 44.36
MA	$ 28.28	1.50%	$ 27.86
MD	$ 24.51	1.50%	$ 24.14
ME	$ 22.74	1.50%	$ 22.40
MI	$ 44.08	1.50%	$ 43.42
MN	$ 28.41	1.50%	$ 27.98
MO	$ 58.26	1.50%	$ 57.40
MS	$ 43.94	1.50%	$ 43.28

Service Name	Description	Service Charge	List Price	Percent Public Discount	Proposed Public Price
MT	$ 38.61	1.50%	$ 38.03		
NC	$ 62.52	1.50%	$ 61.60		
ND	$ 26.10	1.50%	$ 25.71		
NE	$ 33.92	1.50%	$ 33.41		
NH	$ 22.63	1.50%	$ 22.29		
NJ	$ 24.61	1.50%	$ 24.24		
NM	$ 32.34	1.50%	$ 31.85		
NV	$ 40.40	1.50%	$ 39.79		
NY	$ 28.17	1.50%	$ 27.75		
OH	$ 48.95	1.50%	$ 48.21		
OK	$ 45.85	1.50%	$ 45.16		
OR	$ 55.42	1.50%	$ 54.60		
PA	$ 32.25	1.50%	$ 31.77		
RI	$ 58.57	1.50%	$ 28.14		
SC	$ 44.44	1.50%	$ 43.77		
SD	$ 30.12	1.50%	$ 29.67		
TN	$ 48.75	1.50%	$ 48.02		
TX	$ 44.88	1.50%	$ 44.21		
UT	$ 56.84	1.50%	$ 56.00		
VA	$ 62.52	1.50%	$ 61.60		
VT	$ 20.88	1.50%	$ 20.57		
WA	$ 62.52	1.50%	$ 61.60		
WI	$ 62.52	1.50%	$ 61.60		
WV	$ 42.78	1.50%	$ 42.14		
WY	$ 37.40	1.50%	$ 36.84		

UNLIMITED LONG-DISTANCE PACKAGE $7.00 per month

POTS Install

POTS Installation	List Price	Percent Public Discount	Proposed Public Price
1-3 Lines	$ 183.37	1.5%	$ 180.62
4-10 Lines	$ 396.49	1.5%	$ 390.53
11+Lines	$ 693.85	1.5%	$ 683.43

POTS SERVICE TERMS AND CONDITIONS

1. Locations are subject to pre-qualification to determine service availability.
2. Prices do not include Taxes, Fees, and Surcharges.
3. Prices assume Plain Old Telephone Service (POTS) on Granites wholesale platform and include all standard features (i.e., Anonymous Call Rejection, Billed Number Screening, International Call Blocking, Busy Line/Call Transfer, Call Blocking, Call Forwarding, Call Return/Repeat Dial, Call Selector, Call Trace, Call Waiting, Caller ID, Caller ID Name delivery, Hunting, Repeat Dialing, Three-way Calling, Touchtone, Unlimited *66 Repeat Dialing).
4. Non-published or additional listings may be added for an additional monthly recurring charge of $4.50 per line.
5. Voicemail may be added for an additional monthly recurring charge of $7.00 per line.
6. For services in resale or remote areas, additional surcharges in an amount of $9.99 each may apply.
7. For Centrex Service, additional surcharges in an amount of $8.99 each may apply.
8. Volume and location discounts may apply and shall be determined on an individual case basis (ICB).
9. For services outside of Granite's service area, Granite may re-bill and manage the line at a monthly fee of $9.95 per line.

Service Name	Description	Service Charge	List Price	Percent Public Discount	Proposed Public Price
Toll Free Service	A toll-free telephone number is a telephone number with distinct three-digit codes that is billed for all arriving calls instead of incurring charges to the originating telephone subscriber.	Monthly	$ 12.74	1.50%	$ 12.73
Remote Redundancy - 4 Month CLIN	Granite's exclusive managed offering that enables work from home capabilities and simplifies business communications for remote workers. This is the most basic Remote Redundancy package and includes all 4 major carriers, Cradlepoint IBR600 and a 250 mb wireless plan. You can also upgrade the wireless plan and equipment.	Monthly	$ 78.60	1.50%	$ 78.59
Remote Redundancy - 12 Month CLIN	Granite's exclusive managed offering that enables work from home capabilities and simplifies business communications for remote workers. This is the most basic Remote Redundancy package and includes all 4 major carriers, Cradlepoint IBR600 and a 250 mb wireless plan. You can also upgrade the wireless plan and equipment.	Monthly	$ 53.06	1.50%	$ 53.05
Remote Redundancy - 24 Month CLIN	Granite's exclusive managed offering that enables work from home capabilities and simplifies business communications for remote workers. This is the most basic Remote Redundancy package and includes all 4 major carriers, Cradlepoint IBR600 and a 250 mb wireless plan. You can also upgrade the wireless plan and equipment.	Monthly	$ 38.32	1.50%	$ 38.31
Essential Redundancy - 12 Month CLIN	Granite's exclusive managed offering that enables work from home capabilities and simplifies business communications for remote workers. This is the second tier of the Remote Redundancy package and includes 4 major mobile carriers available for choice, Cradlepoint IBR600, 250 mb wireless plan and a Granite provided 25 MB down dynamic broadband	Monthly	$ 132.63	1.50%	$ 132.62
Essential Redundancy - 24 Month CLIN	Granite's exclusive managed offering that enables work from home capabilities and simplifies business communications for remote workers. This is the second tier of the Remote Redundancy package and includes 4 major mobile carriers available for choice, Cradlepoint IBR600, 250 mb wireless plan and a Granite provided 25 MB down dynamic broadband	Monthly	$ 117.89	1.50%	$ 117.88
Executive Redundancy - 12 Month CLIN	Granite's exclusive managed offering that enables work from home capabilities and simplifies business communications for remote workers. This is the highest tier of the Remote Redundancy package and includes a Cradlepoint IBR 600, 1G Wireless Plan, 100 MB down dynamic BB circuit, 1 Granite Soft Seat (includes Voice, SMS, Desktop, Mobile application, free local calling, 1000 minutes of free LD) and Granite Guardian.	Monthly	$ 186.66	1.50%	$ 186.65
Executive Redundancy - 24 Month CLIN	Granite's exclusive managed offering that enables work from home capabilities and simplifies business communications for remote workers. This is the highest tier of the Remote	Monthly	$ 171.92	1.50%	$ 171.91
Upgrade Option	Wireless Access - 25/5 - 100/10 speed. Access - The Wireless Access has the ability to upgrade speed requirements.	Monthly	$ 33.41	1.50%	$ 33.40
Upgrade Option	Wireless Access - 250 mb - 1 GB. Access - The Wireless Access has the ability to upgrade speed requirements.	Monthly	$ 6.89	1.50%	$ 6.88
Upgrade Option	On Premise Firewalls - Meraki - 100% Cloud Managed Security and SD-WAN, with LTE, Zero-touch, self-provisioning deployments, Recommended maximum clients: 50, Stateful Firewall throughput - 450 Mbps, Auto VPN™ self-configuring site-to-site VPN, 3G / 4G failover via CAT 6 LTE or USB modem, Layer 7 application	Monthly	$ 62.88	1.50%	$ 62.87
Upgrade Option	On Premise Firewalls - Fortinet Fortigate - Excellent network security solution, Easy setup and configuration, Firewall throughput 950 Mbps, 4 switch ports, Dynamic Cloud Security that protects and controls cloud infrastructures and application, Designed for small	Monthly	$ 80.56	1.50%	$ 80.55
Add - On Option	Proactive NOC Monitoring - Granite's Network Operations Center provides monitoring of all broadband, router or complex configurations. Granite's NOC will maintain its full visibility into the managed network at all times, reducing network downtime. Real time alerts of any issues	Monthly	$ 9.84	1.50%	$ 9.83
Add - On Option	Add - On Option - VoIP handset - corded	One- Time Fee	$ 5.90	1.50%	$ 5.89
Add - On Option	Add - On Option - VoIP handset - wireless	One- Time Fee	$ 7.87	1.50%	$ 7.86
Add - On Option	Add - On Option - Same Day Soft Seat	Monthly	$ 19.66	1.50%	$ 19.65
Add - On Option	Add - On Option - Soft Meeting Light	Monthly	$ 26.53	1.50%	$ 26.52
Add - On Option	Add - On Option - 1 Hour On Site NI set up	One- Time Fee	$ 147.37	1.50%	$ 147.36
Add - On Option	Add - On Option - Additional Call Path	Monthly	$ 4.93	1.50%	$ 4.92

Service Name	Description	Service Charge	List Price	Percent Public Discount	Proposed Public Price
Granite Guardian - Access Remediation - Proactive Ticketing - IP Device	Customer is proactively alerted and a ticket is opened in the event a network edge alert is triggered by IP PING (ICMP) monitoring 24/7 *Hardware and licensing sold separately	Monthly	$ 10.00	1.50%	$ 9.85
Granite Guardian - Access Remediation - Advanced Monitoring - Wireless Broadband and IoT	Proactive alerting & ticketing in the event of a network edge event is triggered via SNMP/API 24/7 monitoring with access to a real time dashboard for analytics *Hardware and licensing sold separately	Monthly	$ 25.00	1.50%	$ 24.63
Granite Guardian - Access Remediation - Advanced Monitoring - Access Circuit	Proactive alerting & ticketing in the event of a network edge event is triggered via SNMP/API 24/7 monitoring with access to a real time dashboard for analytics *Hardware and licensing sold separately	Monthly	$ 30.00	1.50%	$ 29.55
Granite Guardian - Access Remediation - Advanced Monitoring - Access Circuit and Customer Premises Equipment	Proactive alerting & ticketing in the event of a network edge event is triggered via SNMP/API 24/7 monitoring with access to a real time dashboard for analytics *Hardware and licensing sold separately	Monthly	$ 40.00	1.50%	$ 39.40
Granite Guardian - LAN Services - Proactive Ticketing - General (non-Granite provided LAN equipment monitoring)	Proactive alerting & ticketing in the event of a network edge via SNMP/API 24/7 monitoring with access to a real time dashboard for analytics and vendor/change management. Devices include any customer network device that is not a switch or access point inside the customer LAN.	Monthly	$ 10.00	1.50%	$ 9.85
Granite Guardian - LAN Services - Advanced Monitoring - VoIP	Proactive alerting & ticketing in the event of a network edge via SNMP/API 24/7 monitoring with access to a real time dashboard for analytics and vendor/change management. Devices include customer or Granite provided VOIP endpoints inside the customer LAN that are capable of "SIP-PUBLISH" messaging.	Monthly	$ 1.50	1.50%	$ 1.48
Granite Guardian - LAN Services - managed - Switch 8 Port	Proactive alerting & ticketing in the event of a network edge via SNMP/API 24/7 monitoring with access to a real time dashboard for analytics and vendor/change management. Devices include customer or Granite provided network switches inside the customer LAN.	Monthly	$ 15.00	1.50%	$ 14.78
Granite Guardian - LAN Services - managed - Switch 24 Port	Proactive alerting & ticketing in the event of a network edge via SNMP/API 24/7 monitoring with access to a real time dashboard for analytics and vendor/change management. Devices include customer or Granite provided network switches inside the customer LAN.	Monthly	$ 25.00	1.50%	$ 24.63
Granite Guardian - LAN Services - managed - Switch 48 Port	Proactive alerting & ticketing in the event of a network edge via SNMP/API 24/7 monitoring with access to a real time dashboard for analytics and vendor/change management. Devices include customer or Granite provided network switches inside the customer LAN.	Monthly	$ 35.00	1.50%	$ 34.48
Granite Guardian - LAN Services - Managed WiFi (first Device)	Proactive alerting & ticketing in the event of a network edge via SNMP/API 24/7 monitoring with access to a real time dashboard for analytics and vendor/change management. Devices include customer or Granite provided access points inside the customer LAN.	Monthly	$ 20.00	1.50%	$ 19.70
Granite Guardian - LAN Services - Managed WiFi (additional Devices after first)	Proactive alerting & ticketing in the event of a network edge via SNMP/API 24/7 monitoring with access to a real time dashboard for analytics and vendor/change management. Devices include customer or Granite provided access points inside the customer LAN.	Monthly	$ 10.00	1.50%	$ 9.85
Granite Guardian - WAN Services - Advanced Monitroing - SD-WAN	Proactive alerting & ticketing in the event of a network edge alert is triggered via SNMP/API 24/7 monitoring with access to a real time dashboard for analytics *Hardware and licensing sold separately	Monthly	$ 40.00	1.50%	$ 39.40
Granite Guardian - WAN Services - Managed WAN - SD-WAN Branch	Proactive alerting & ticketing in the event of a network edge alert is triggered via SNMP/API 24/7 monitoring with access to a real time dashboard for analytics and vendor/change management *Hardware and licensing sold separately	Monthly	$ 65.00	1.50%	$ 64.03
Granite Guardian - WAN Services - Managed WAN - SD-WAN Branch High Availability Option	Proactive alerting & ticketing in the event of a network edge alert is triggered via SNMP/API 24/7 monitoring with access to a real time dashboard for analytics and vendor/change management for additional SD-WAN appliance in high availability configuration *Hardware and licensing sold separately	Monthly	$ 35.00	1.50%	$ 34.48
Granite Guardian - WAN Services - Managed WAN - SD-WAN HQ Location	Proactive alerting & ticketing in the event of a network edge alert is triggered via SNMP/API 24/7 monitoring with access to a real time dashboard for analytics and vendor/change management *Hardware and licensing sold separately	Monthly	$ 200.00	1.50%	$ 197.00
Granite Guardian - WAN Services - Managed WAN - SD-WAN HQ Location High Availability Option	Proactive alerting & ticketing in the event of a network edge alert is triggered via SNMP/API 24/7 monitoring with access to a real time dashboard for analytics and vendor/change management for additional SD-WAN appliance in high availability configuration *Hardware and licensing sold separately	Monthly	$ 100.00	1.50%	$ 98.50
Granite Guardian - Security Services - VPN Client	Granite provided and managed Client VPN using Fortinet hardware and client software. Granite provided managed Firewall (listed above) is sold separately.	Monthly	$ 15.00	1.50%	$ 14.78
Granite Guardian - Value-Add Services - Tech Dispatch (2nd Business Day)	A Granite Tech Dispatch subscription through Granite Guardian that gives automated approval for a Granite tech to dispatch in the event of a service issue. Tech dispatches are to provide onsite troubleshooting services to configure devices such as routers, switches, firewalls, wireless controllers, access points, and other network hardware and troubleshoot network failures of Granite provided services.	Monthly	$ 40.00	1.50%	$ 39.40
Granite Guardian - Value-Add Services - Tech Dispatch (Next Business Day)	A Granite Tech Dispatch subscription through Granite Guardian that gives automated approval for a Granite tech to dispatch in the event of a service issue. Tech dispatches are to provide onsite troubleshooting services to configure devices such as routers, switches, firewalls, wireless controllers, access points, and other network hardware and troubleshoot network failures of Granite provided services.	Monthly	$ 65.00	1.50%	$ 64.03
Granite Guardian - Ticket Integration	Integration with customer management software, such as SolarWinds, to provide system to system updates for all monitored and managed options under the Guardian product suite. One time charge includes working with customer to write the proper API for integration with customer's system.	One Time Charge	$ 3,500.00	1.50%	$ 3,447.50

POTS Replacement Service

A Plain Old Telephone Service replacement. Granite can provide a comprehensive package to replace out-of-date landlines with an LTE device to make and receive telephone calls using standard analog telephones. Utilizing Verizon's extensive 4G LTE network, the EPIK device delivers an analog signal to break free from aging networks and rising costs. Save money and upgrade technology with an all- inclusive package and an EPIK device.

Complete Solution:

- Life safety - Enables alarms and elevator phones to fully communicate, even if power or Internet goes down.
- Disaster avoidance - Reliable, self-contained connections for a cost-effective "always up" alternative to copper
- Faxing - Reliably, send and receive faxes without the challenges. Complies with HIPPA regulations.
- Business Continuity - Enjoy robust 4G Internet failover as back-up for primary Internet connection. EPIK is 5G ready

*Minimum order of 3 lines required

Service:	Service Charge:	Term:	List Price:	Percent Discount:	Proposed Price:
EPIK Voice Pricing - 1 Line	EA. Includes: *1 GB LTE Plan *Granite Guardian – Wireless Managed Service *Access Fee	36 months	$ 79.99	1.76%	$ 78.58
Standard Installation Fee	Per Location, Install includes1.5 hours installation time, cross connect w/ wiring may incur additional expense. Customer can elect to self- install pre-activated units.	one time	$ 199.99	1.77%	$ 196.46

Service Name	Description	Service Charge	List Price	Percent Public Discount	Proposed Public Price

Emulated POTS Solution (ePOTS)

Service:	Service Charge:	Service Charge	List Price:	Percent Discount:	Proposed Price:
Emulated POTS Solution (ePOTS)	Granite's Emulated POTS, part of the Granite Merged Voice product suite, is a hosted service that delivers digital voice to an analog terminal adapter for POTS devices, reducing and eliminating infrastructure change. Granite Merged Voice services are scalable for businesses with multiple sites or businesses with a large concentration of employees at a central location. As a managed voice service, Granite Merged Voice can be easily integrated with all types of communication systems and help streamline your business operations. Includes the following features: Local and Long Distance, Caller ID, Call Waiting and Forwarding, Directory Listing, Operator Assistance, Facsimile (Fax).	Monthly	$ 12.99	1.50%	$ 12.80
ePOTS Activation – 1 YR	Activation fee for Emulated POTS ordered on a 1 year term.	One Time	$ 200.00	1.50%	$ 197.00
ePOTS Activation – 2 YR	Activation fee for Emulated POTS ordered on a 2 year term.	One Time	$ 100.00	1.50%	$ 98.50
ePOTS Pay Per Use Calling - LOC1	Per-minute usage rate for LOC1 calling. Billed on a 60-60 increment.	Per Minute	$ 0.01	1.50%	$ 0.01
ePOTS Pay Per Use Calling - LOC2	Per-minute usage rate for LOC2 calling. Billed on a 30-30 increment.	Per Minute	$ 0.12	1.50%	$ 0.12
ePOTS Pay Per Use Calling - Intrastate (IA)	Per-minute usage rate for IA calling. Billed on a 30-30 increment.	Per Minute	$ 0.05	1.50%	$ 0.05
ePOTS Pay Per Use Calling - Interstate (IE)	Per-minute usage rate for IE calling. Billed on a 30-30 increment.	Per Minute	$ 0.02	1.50%	$ 0.02
ePOTS Unlimited Local Usage Bundle	Unlimited usage bundle for ePOTS; includes LOC1 usage. Each subscriber "line" will be billed individually for the applicable bundle.	Monthly	$ 2.50	1.50%	$ 2.46
ePOTS Unlimited Long Distance Usage Bundle	Unlimited usage bundle for ePOTS; includes LOC2, IA and IE usage. Each subscriber "line" will be billed individually for the applicable bundle.	Monthly	$ 4.00	1.50%	$ 3.94
ePOTS Unlimited Domestic Usage Bundle	Unlimited usage bundle for ePOTS; includes LOC1, LOC2, IA and IE usage. Each subscriber "line" will be billed individually for the applicable bundle.	Monthly	$ 6.00	1.50%	$ 5.91

ePOTS SERVICE TERMS AND CONDITIONS
a. A cancellation of a scheduled appointment/installation or activation may result in a fee of $100 if cancelled prior to the service start date or $200 if cancelled with less than 24 hours' notice.
b. Hotline fees may apply
c. A customer must purchase a usage package for all lines in their solution; customers cannot mix packages.
d. Prices exclude required Analog Telephone Adapters (ATAs) costs, which vary based on customer specifications and models.

POTS OVER THE INTERNET (VOC)

Granite's Voice over Cable (VOC) service, part of the Granite Merged Voice product suite, delivers digital voice to an Embedded Media Terminal Adaptor (eMTA) for POTS devices, reducing and eliminating infrastructure change. Includes unlimited local and LD calling usage; international usage not included.
VOC offers a multitude of calling features and can present significant cost savings versus traditional POTS lines. VOC is delivered over a broadband circuit providing a robust solution that works with your existing phone equipment.
Includes the following features: Supports ported in telephone numbers, Unlimited local and long distance, Call forwarding, Call transfer, Directory Listing, Caller ID, Hunting

Service Name	Description	Service Charge	List Price	Percent Public Discount	Proposed Public Price
VOC Line Charge	Granite's Voice over Cable (VOC) service, part of the Granite Merged Voice product suite, delivers digital voice to an Embedded Media Terminal Adaptor (eMTA) for POTS devices, reducing and eliminating infrastructure change. Includes unlimited local and LD calling usage; international usage not included. Sold on a 12-month, 24-month, or 36-month term.	Monthly	$ 39.99	1.50%	$ 39.39
VOC Installation - 12 months	One-time installation charge for installing Voice Over Cable	One-time charge	$ 199.99	1.50%	$ 196.99
VOC Installation - 24 months	One-time installation charge for installing Voice Over Cable	One-time charge	$ 99.99	1.50%	$ 98.49
VOC Installation - 36 months	One-time installation charge for installing Voice Over Cable	One-time charge	$ -	1.50%	$ -

VOC Service Notes:
1. Prequal required to determine availability of service and features. Additional features may be available based on location.
2. Additional fees, surcharges and Regulatory fees may apply.

Granite edgeboot™

Granite edgeboot™ is a managed Power Distribution Unit (PDU) that uses network performance monitoring to facilitate automatic power cycling and has remote monitoring and control capabilities. It includes a customizable algorithm that can accurately detect when there is an issue with a connected modem or network edge device based on performance monitoring to internal and external resources. edgeboot™ can monitor the overall network status, identify issues, and takes necessary actions, such as power cycle unresponsive AC loads remotely - all without employee intervention to keep your business running smoothly.

Service Name	Description	UOM	Charge Frequency	List Price	Percent Public Discount	Proposed Public Price
Granite edgeboot™	Granite edgeboot™ is a managed Power Distribution Unit (PDU) that offers remote power cycling, monitoring, and control capabilities. Pricing includes: •edgeboot™ Managed Service •edgeboot™ Equipment •LTE Data Plan for remote monitoring and management	Per port	Monthly	$34.95	1.50%	$34.43
Granite edgeboot+™	edgeboot+™ is an expansion module that adds 4 additional ports to the edgeboot™ solution. Up to two expansion modules can be added for a total of 9 ports per unit (1 base + 4 exp + 4 exp). Each port can be individually configured and controlled.	Per port	Monthly	$5.95	1.50%	$5.86
Granite-Provided edgeboot™ Installation	One-time flat fee installation for edgeboot™. Customer may elect to self-install.	Per location	One-Time	$199	1.50%	$196.02

edgeboot™ Pricing Terms and Assumptions:
1. edgeboot™ requires a minimum order term of 36 months.
2. Customer is responsible to return equipment for terminated service within 30 days of termination; failure to do so will result in a penalty fee of $599.
3. A cancellation fee of $300.00 will apply to a Customer's requested cancellation of any portion of a service order after ordering service, but prior to service installation date.
4. Pricing assumes standard 2-day shipping.
5. Granite-provided installation does not include a site survey; a fee of $199 applies for site surveys.
6. Pricing does not include taxes/fees/surcharges, which will be charged assessed as applicable.
7. edgeboot™ comes ready to wall mount or desktop/shelf mount; a rack mount may be ordered separately.

Telecommunications Inventory Discovery and Analysis Service

Service Name:	Description:	Service Charge:	List Price:	Percent Discount:	Proposed Price:
Telecommunications Inventory Discovery and Analysis Service	Granite will review and analyze the customer's invoices, providing suggestions where applicable, and provide an inventory of all voice and data services from the documents provided.	One-time charge (Per invoice reviewed)	$ 50.00	1.5%	$ 49.25

Terms and Conditions: Telecommunications Inventory Discovery and Analysis Service
*The rates described above do not include all applicable taxes, surcharges, regulatory fees, etc. The pricing above is in $USD.
*The above rates and charges assume that all work will be performed remotely.
*Granite's analysts will extract all information regarding voice and data services (television if requested separately). Any services outside of voice and data (e.g., electrical utilities, maintenance, etc.) are outside of Granite's area of expertise. Granite recommends that the customer engage the appropriate industry professionals with expertise in these areas.

In-Building Cellular Solution

Service Name	Description	Service Charge	List Price	Percent Public Discount	Proposed Public Price
Service Name:	**Description:**	**Service Charge:**	**List Price:**	**Percent Discount:**	**Proposed Price:**
In-building Cellular Solution: Base Package (QUATRA 4000) [1]	Base package for the installation of the Cel-Fi QUATRA in-building enterprise cellular coverage system (Model Family: QUATRA 4000). Package includes the following: · Project Labor (up to 46 Hours) [2] · Nextivity Cel-Fi QUATRA 4000 Networked Smart Booster NU- Bands 4/5/12/13/25 (Qty 1) · Nextivity Cel-Fi QUATRA 4000 Networked Smart Booster CU- Bands 4/5/12/13/25 (Qty 1) · Minimum Equipment to support the Quatra 4000 installation [3]	EA	$ 19,149.46	5%	$ 18,237.58

The following assumptions apply to the "In-building Cellular Solution: Base Package (QUATRA 4000)" pricing:

1. Base Package represents the minimum purchase needed for any Quatra 4000 solution; the additional equipment and services needed will vary by site. To ensure a complete solution purchase, please contact Granite for a quote before ordering.

2. Additional Project Labor for the installation and configuration of the in-building cellular solution will be quoted at the rate of $75 an hour; an initial minimum purchase of the base package is required.

   a. Pricing assumes non-union labor
   b. Customer is solely responsible for all applicable permits, taxes, tariffs and other governmental fees
   c. Any non-standard travel must be preapproved by customer and will be billable at the actual costs incurred by Granite
   d. Out of business hours (OBH) will be charged at 1.5x of the hourly rate
   e. Weekend (WKND) rates will be charged at 2x of the hourly rate
   f. Holiday (HLDY) rates will be custom quoted
   g. OBH/WKND/HLDY Charges and minimums may fluctuate based on local laws, customs and Granite policies
   h. Idle time incurred by Granite due to the absence of required escorts, clearances, permits, inability to enter workplace or other factors beyond our control will be billed at $99/hr. per technician plus travel time and related expenses.

3. "Minimum Equipment to support the Quatra 4000 installation" consists of the following:

   a. Quad Shield R-6 Coaxial Cable (Qty 1) – Pricing assumes the use of Superior Part #78-14C-91
   b. CAT 5e/6 Male Plug (Qty 2) – Pricing assumes the use of Panduit Part # FP6X88MTG
   c. APC Rack Mount 10-Outlet 15A [15R] Surge Pro Power Strip (Qty 1) – Pricing assumes the use of APC Part #AP9652
   d. Nextivity Cel-Fi Wideband Directional Antenna (Qty 3) – Pricing assumes the use of Nextivity Part # 591NA82G4050CV44
   e. Nextivity Cel-Fi Indoor Omni Antenna (Qty 1) – Pricing assumes the use of Nextivity Part # 591NA71FC6C62H53
   f. Antenna Mount (Qty 2) – Pricing assumes the use of Tessco Part # FRM225
   g. ROHN Matting for Non-penetrating roof mount (Qty 2) – Pricing assumes the use of Tessco Part # FRMMAT
   h. 108" (3 Meter) LMR-195 N Male to N Male Coaxial Jumper (Qty 3) – Pricing assumes the use of Nextivity Part # GW195-108-NM-NM
   i. Commscope CNT-400 Outdoor Cable (Qty 300) – Pricing assumes the use of Tessco Part # CNT-400
   j. Commscope CNT-400 Plenum White Cable (Qty 100) – Pricing assumes the use of Tessco Part # CNT-400-P-1000
   k. N Male Crimp Connector - LMR-400, RG-8/U (Qty 8) – Pricing assumes the use of Tessco Part # RFN-1006-3I
   l. PolyPhaser RF Coaxial Surge Protector Bulkhead Mount - 698 MHz - 2.7 GHz - N F to N F (Qty 3) – Pricing assumes the use of Part # TSX-NFF
   m. Bent Ground Bar (Qty 1) – Pricing assumes the use of Part # BGBI18413.25TEL
   n. 3/4" J-HOOK (Qty 24) – Pricing assumes the use of ERICO Part # CAT12
   o. BEAM CLAMP - UP TO 1/2" FLANGE (Qty 24) – Pricing assumes the use of B-LINE Part # BC1
   p. FIRE STOP CAULK [TUBE] (Qty 1) – Pricing assumes the use of HILTI Part # FS-ONE

Manufacturer	Model	ProductName	PartNumber	Description	List Price (One-Time Purchase)	Proposed Public Discount	Percent Public Price (One-Time Purchase)	Proposed Price: MRC/Rental Option
Algo	8301	Algo8301	02-122997	Pager	$ 320.00	8.00%	$ 293.00	$ 13.78
Adtran	Bluesocket	BSAP INDOOR 1YR	1100M S PH200 11 2	License	$ 125.00	37.00%	$ 79.00	$ 6.54
Adtran	Bluesocket	BSAP INDOOR 3YR	1100M S PH200 13 6	License	$ 250.00	35.00%	$ 163.00	$ 6.80
Adtran	Bluesocket	BSAP INDOOR 5YR	1100M S PH200 16 0	License	$ 375.00	38.00%	$ 234.00	$ 5.36
Adtran	Bluesocket	BSAP OUTDOOR 1YR	1100M S PH210 11 2	License	$ 129.00	26.00%	$ 95.00	$ 8.40
Adtran	Bluesocket	BSAP OUTDOOR 3YR	1100M S PH210 13 6	License	$ 367.00	46.00%	$ 197.00	$ 7.78
Adtran	Bluesocket	BSAP OUTDOOR 5YR	1100M S PH210 16 0	License	$ 413.00	26.00%	$ 304.00	$ 6.96
Adtran	SFP	MOD LX	12004810	Card	$ 516.00	46.00%	$ 278.00	$ 10.83
Adtran	Adtran	MOD LX	1.20E+07	Card	$ 417.00	33.00%	$ 278.00	$ 10.83
Adtran	Netvanta	3448.B	1200821E1 + 1202862 L1	Router	$ 865.00	13.00%	$ 756.00	$ 28.56
Adtran	Netvanta	3448.C	1200821E1 +1202872L1	Router	$ 1,295.00	27.00%	$ 951.00	$ 35.45
Cisco	Netvanta	3430	1202820F1	Router	$ 895.00	46.00%	$ 486.00	$ 19.69
Adtran	NIM	T-1 NIM	1202862L1	Card	$ 300.00	44.00%	$ 169.00	$ 6.89
Adtran	NIM	Dual T-1 NIM	1202872L1	Card	$ 645.00	44.00%	$ 363.00	$ 13.78
Adtran	Netvanta	644	1700144G1	Router	$ 4,495.00	45.00%	$ 2,473.00	$ 129.03
Adtran	Netvanta	3140	1700341F1	Router	$ 845.00	56.00%	$ 371.00	$ 32.50
Adtran	Netvanta	Rack 1531	1700511F1	Rack	$ 45.00	62.00%	$ 17.00	$ 0.98
Adtran	Netvanta	1531P	1700571F1	Switch	$ 559.00	46.00%	$ 301.00	$ 11.81
Adtran	Bluesocket	PWR OUTDOOR	1700923F1	Power WiFi	$ 155.00	6.00%	$ 145.00	$ 5.90
Adtran	Bluesocket	PWR INDOOR	1700926F1	Power WiFi	$ 85.00	4.00%	$ 82.00	$ 3.93
Adtran	Bluesocket	ANT 1940	1700930F1	Antenna	$ 85.00	6.00%	$ 80.00	$ 2.95
Adtran	Bluesocket	ANT 1935	1700931F1	Antenna	$ 50.00	10.00%	$ 45.00	$ 1.96
Adtran	Bluesocket	ANT 1925	1700932F1	Antenna	$ 35.00	9.00%	$ 32.00	$ 1.96
Adtran	Bluesocket	BSAP 2030	1700948F1	Wireless Access Point	$ 299.00	4.00%	$ 288.00	$ 10.83
Adtran	Bluesocket	BSAP 1930	1700950F1	Wireless Access Point	$ 945.00	29.00%	$ 672.00	$ 25.60
Adtran	Bluesocket	BSAP 1930	1700950F1	Wireless Access Point	$ 945.00	35.00%	$ 618.00	$ 25.60
Adtran	Bluesocket	BSAP 1920	1700954F1	Wireless Access Point	$ 595.00	70.00%	$ 178.00	$ 6.89
Adtran	Bluesocket	BSAP 1920	1700954F1	Wireless Access Point	$ 595.00	71.00%	$ 173.00	$ 6.89
Adtran	Bluesocket	ANT 2035	1700957F1	Antenna	$ 95.00	9.00%	$ 86.00	$ 3.93
Adtran	Bluesocket	ANT 2135	1700980F1	Antenna	$ 295.00	6.00%	$ 276.00	$ 10.83
Adtran	Netvanta	1534	1702590G1	Switch	$ 1,245.00	46.00%	$ 670.00	$ 26.59
Adtran	Netvanta	1550.B	17101524F1	Switch	$ 1,499.00	42.00%	$ 872.00	$ 34.47
Adtran	Netvanta	1550.A	17101524PF1	Switch	$ 2,099.00	39.00%	$ 1,271.00	$ 52.20
Adtran	Netvanta	1550.D	17101548F1	Switch	$ 2,699.00	42.00%	$ 1,573.00	$ 56.14
Adtran	Netvanta	1550.C	17101548PF1	Switch	$ 3,899.00	44.00%	$ 2,200.00	$ 50.23
Adtran	TA	Amp10ft	1800001L1	Cable	$ 130.00	6.00%	$ 122.00	$ 4.92
Adtran	TA	Amp6ft	1800002L1	Cable	$ 145.00	6.00%	$ 136.00	$ 9.84
Adtran	Bluesocket	BSAP WiFiLicense	1951901G1	WiFi License	$ 225.00	14.00%	$ 193.00	$ 17.07
Polycom	VVX	VVX Handset Replacement	2200-17680-001	Accessory	$ 90.00	82.00%	$ 16.00	$ 0.98
Polycom	VVX	VVX 1500	2200-18061-025	Phone	$ 1,099.00	37.00%	$ 688.00	$ 25.60
Polycom	SoundStation	IP 7000 EXT	2200-40040-001	Accessory	$ 309.00	48.00%	$ 160.00	$ 9.84
Polycom	SoundStation	IP 7000Power	2200-40110-001	Power VoIP	$ 109.00	27.00%	$ 80.00	$ 2.95
Polycom	SoundStation	IP 7000Power	2200-40110-001	Power VoIP	$ 109.00	27.00%	$ 80.00	$ 2.95
Polycom	SoundStation	IP 7000Power	2200-40110-001	Power VoIP	$ 109.00	21.00%	$ 86.00	$ 2.95
Polycom	VVX	VVX Stand Replacement	2200-44405-025	Accessory	$ 40.00	83.00%	$ 7.00	$ 0.98
Polycom	VVX	VVX Stand Replacement	2200-44405-025	Accessory	$ 40.00	83.00%	$ 7.00	$ 0.98
Polycom	VVX	VVXPower	2200-46170-001	Power VoIP	$ 25.00	16.00%	$ 21.00	$ 1.96
Polycom	VVX	VVX Exp Paper	2200-46300-025	Accessory	$ 105.00	27.00%	$ 77.00	$ 3.93
Polycom	VVX	VVX Exp Color	2200-46350-025	Accessory	$ 225.00	15.00%	$ 192.00	$ 7.87
Polycom	VVX	VVX 301	2200-48300-001	Phone	$ 209.00	37.00%	$ 131.00	$ 5.90
Polycom	VVX	VVX 311	2200-48350-001	Phone	$ 249.00	37.00%	$ 156.00	$ 5.90
Polycom	VVX	VVX 411	2200-48450-001	Phone	$ 329.00	37.00%	$ 207.00	$ 9.84
Polycom	VVX	VVX 501	2200-48500-001	Phone	$ 409.00	37.00%	$ 257.00	$ 8.86
Polycom	VVX	VVX 601	2200-48600-001	Phone	$ 509.00	37.00%	$ 319.00	$ 10.83
Polycom	VoxBox	Bluetooth Speaker	2200-49000-025	VOIPSpeaker	$ 263.71	21.00%	$ 208.00	$ 7.87
Obihai	Obi	OBi504	2200-49550-001	ATA	$ 389.00	42.00%	$ 223.99	$ 7.87
Obihai	Obi	OBi508	2200-49552-001	ATA	$ 499.00	42.00%	$ 289.99	$ 9.84
Polycom	Trio	IP 8800	2200-66070-001	Phone	$ 1,599.00	44.00%	$ 896.00	$ 19.69
Polycom	Trio	IP 8500	2200-66700-001	Phone	$ 1,238.00	41.00%	$ 726.00	$ 16.74
Polycom	OBIHAI	OBi Power Supply	2465-49540-001	Power VoIP	$ 15.00	13.00%	$ 13.00	$ 0.98
Netgear	USB	340U	340U	Air Card	$ 99.00	28.00%	$ 71.50	$ 2.95
Sierra Wireless	USB	341U	341U	Air Card	$ 115.00	14.00%	$ 99.00	$ 3.93
Adtran	Netvanta	3448P.B	4200821F11 + 1202862L1	Router	$ 1,595.00	34.00%	$ 1,058.00	$ 39.39
Adtran	Netvanta	3448P.C	4200821F11 + 1202872 L1	Router	$ 1,895.00	34.00%	$ 1,253.00	$ 46.29
Adtran	Netvanta	3448P.D	4200821F12	Router	$ 1,985.00	44.00%	$ 1,110.00	$ 46.29
Adtran	Netvanta	3448P.E	4200821F12 + 1202862 L1	Router	$ 1,399.00	21.00%	$ 1,110.00	$ 41.36
Adtran	Netvanta	3448P.F	4200821F12 + 1202872 L1	Router	$ 1,699.00	13.00%	$ 1,474.00	$ 54.17
Adtran	Netvanta	3448.X	4200821F12#1 20	Router	$ 1,440.00	23.00%	$ 1,114.00	$ 41.36
Adtran	Netvanta	3448P EFP	4200821G12#1 20	Router	$ 1,499.00	26.00%	$ 1,114.00	$ 41.36
Adtran	Netvanta	3448 SBC	4200821G3SBC	Router	$ 1,540.00	42.00%	$ 896.99	$ 61.06
Adtran	Netvanta	4305Octal	42008930	Router	$ 3,295.00	32.00%	$ 2,243.00	$ 90.61
Adtran	Netvanta	904.A	4212904L1	Router	$ 1,025.00	48.00%	$ 538.00	$ 8.86
Adtran	Netvanta	904.B	4212904L1 +	Router	$ 999.00	28.00%	$ 722.00	$ 26.59
Adtran	Netvanta	908.C	4212908L1 +1800001 L1	Router	$ 1,049.00	18.00%	$ 856.00	$ 31.51
Adtran	Netvanta	924.C	4212924L1	Router	$ 1,825.00	36.00%	$ 1,164.00	$ 43.33
Adtran	Netvanta	924	4242924L2	Router	$ 2,295.00	9.00%	$ 2,096.00	$ 77.81
Adtran	Netvanta	924	4242924L2	Router	$ 2,295.00	47.00%	$ 1,226.00	$ 77.81
Adtran	Netvanta	908.B	4243908F1 + 1800001 L1	Router	$ 1,650.00	14.00%	$ 1,416.00	$ 52.20
Adtran	Netvanta	908	4243908F2	Router	$ 2,320.00	33.00%	$ 1,551.00	$ 59.09
Adtran	Netvanta	916.A	4243916F1	Router	$ 2,720.00	41.00%	$ 1,614.00	$ 74.85
Adtran	Netvanta	916.B	4243916F1 + 1800001 L1	Router	$ 2,149.00	19.00%	$ 1,738.00	$ 64.02
Adtran	Netvanta	924.A	4243924F1	Router	$ 2,970.00	40.00%	$ 1,793.00	$ 78.79
Adtran	Netvanta	924.B	4243924F1 +	Router	$ 2,025.00	5.00%	$ 1,918.00	$ 70.91
Adtran	Netvanta	6250.F	4700252F1	Router	$ 3,300.00	46.00%	$ 1,776.00	$ 65.99
Adtran	Netvanta	6250.G	4700252F2	Router	$ 3,325.00	46.00%	$ 1,789.00	$ 65.99
Adtran	Netvanta	4305Octal	42008930	Router	$ 3,295.00	20.00%	$ 2,626.00	$ 90.61
Adtran	Netvanta	6250.A	4700254F1	Router	$ 3,900.00	46.00%	$ 2,098.00	$ 77.81
Adtran	Netvanta	6250.C	4700254F2	Router	$ 3,925.00	46.00%	$ 2,112.00	$ 77.81
Adtran	Netvanta	6250.E	4700256F1	Router	$ 4,250.00	46.00%	$ 2,287.00	$ 84.70
Adtran	Netvanta	6250.D	4700256F2	Router	$ 4,275.00	46.00%	$ 2,300.00	$ 84.70
Adtran	Netvanta	6250.B	4700256F3	Router	$ 4,500.00	46.00%	$ 2,421.00	$ 89.63
Adtran	Netvanta	3140 50SBC	4700341F2#50	Router	$ 1,395.00	40.00%	$ 832.00	$ 29.54
Zhone	Modem	6511	6511- A1- NA	Broadband Repairs	$ 39.00	31.00%	$ 27.00	$ 0.98
Cisco	ASR	ASR 900Console CBL	A900- CONS- KIT-U=	Accessory	$ 55.00	76.00%	$ 13.00	$ 0.98
Cisco	ASR	920 Serial CNSL Kit	A920- CONS- KIT-S=	Cable	$ 93.00	77.00%	$ 21.00	$ 0.98
Cisco	ASR	920 RCMTKit 19	A920- RCKMT- 19=	Rack	$ 237.00	78.00%	$ 52.00	$ 2.95
Cisco	ISR	Rack D	ACS- 1900- RM-19	Rack	$ 200.00	81.00%	$ 38.50	$ 1.96
Cisco	ISR	Rack E	ACS- 2900- RM-19	Rack	$ 100.00	62.00%	$ 38.50	$ 1.96
Cisco	ISR	Rack D	ACS- 1900- RM-19	Rack	$ 200.00	62.00%	$ 77.00	$ 1.96

Manufacturer	Model	ProductName	PartNumber	Description	List Price (One-Time Purchase)	Proposed Public Discount	Percent Public Price (One-Time Purchase)	Proposed Price: MRC/Rental Option
Cisco	ISR	Rack E	ACS- 2900- RM-19	Rack	$ 100.00	62.00%	$ 38.50	$ 1.96
Cisco	ISR	Rack D	ACS- 1900- RM-19	Rack	$ 200.00	62.00%	$ 77.00	$ 1.96
Cisco	ISR	4221 RackMount 19	ACS- 4220- RM- 19=	Rack	$ 143.00	61.00%	$ 56.00	$ 2.95
Cisco	ISR	Rack 4321	ACS- 4320- RM- 19=	Rack	$ 127.00	61.00%	$ 49.00	$ 1.96
Cisco	ISR	Rack 4321	ACS- 4320- RM- 19=	Rack	$ 127.00	61.00%	$ 49.00	$ 1.96
Cisco	ISR	Rack E	ACS- 2900- RM-19	Rack	$ 100.00	23.00%	$ 77.00	$ 1.96
Cisco	ISR	Rack 4321	ACS- 4320- RM- 19=	Rack	$ 127.00	61.00%	$ 49.00	$ 1.96
Cisco	ISR	Rack 443023	ACS- 4430- RM- 23=	Rack	$ 210.00	63.00%	$ 77.00	$ 2.95
Cisco	ISR	Rack 4321	ACS- 4320- RM- 19=	Rack	$ 127.00	61.00%	$ 49.00	$ 1.96
Aerohive	Aerohive	AH150	AH-AP- 150W- AC-FCC	Wireless Access Point	$ 280.00	10.00%	$ 252.00	$ 8.86
Cisco	ASR	920 12CZ	ASR- 920-12CZ-A	Router	$ 4,000.00	62.00%	$ 1,540.00	$ 127.06
Cisco	ASR	920 12CZ	ASR- 920-12CZ-A	Router	$ 4,000.00	70.00%	$ 1,210.00	$ 127.06
Cisco	ASR	920 12CZ	ASR- 920-12CZ-A	Router	$ 4,000.00	62.00%	$ 1,540.00	$ 127.06
Cisco	ASR	920 12CZ	ASR- 920-12CZ-A	Router	$ 4,000.00	70.00%	$ 1,210.00	$ 127.06
Cisco	ASR	ASR1001X	ASR10 01-X=	Router	$ 21,420.00	65.00%	$ 7,527.00	$ 1,138.65
Cisco	ASR	ASR 1002	ASR10 02-5G- VPN/K 9	Router	$ 60,000.00	62.00%	$23,100.0 0	$ 849.06
Cisco	ASR	Rack A	ASR10 02-ACS	Rack	$ 90.00	36.00%	$ 57.75	$ 2.95
Cisco	ASR	Rack B	ASR10 02-FIPS- KIT=	Rack	$ 1,150.00	67.00%	$ 385.00	$ 14.77
Cisco	ASR	ASR 1002X	ASR10 02 X-5G- VPNK9	Router	$ 55,500.00	60.00%	$22,260.0 0	$ 1,777.92
Cisco	ASR	Rack C	ASR10 02 X- ACS=	Rack	$ 185.00	69.00%	$ 57.75	$ 5.90
Cisco	ASR	920-S-AMetro IP LIC	ASR92 0- S-A	Router License	$ 3,000.00	62.00%	$ 1,155.00	$ 120.19
APC	UPS	600VA	be600 m1	Power ADS	$ 75.00	16.00%	$ 63.28	$ 2.95
Cisco	ISR	891	C891F- K9	Router	$ 1,470.00	61.00%	$ 566.00	$ 5.90
Cisco	ISR	C5 AC PWR	CAB- AC- C5=	Power ADS	$ 62.00	61.00%	$ 24.00	$ 0.98
Cisco	ISR	C5 AC PWR	CAB- AC- C5=	Power ADS	$ 62.00	61.00%	$ 24.00	$ 0.98
Netgear	Modem	D6400	D6400- 100NA S	Broadband Repairs	$ 299.00	25.00%	$ 225.00	$ 8.86
Viking	E-30	Handsfree Speaker	E-30- EWP	VOIPSpeaker	$ 412.99	19.00%	$ 335.00	$ 16.74
Cisco	HWIC	ADD ON K	EHWIC- 1GE- SFP- CU=	Card	$ 1,200.00	71.00%	$ 354.00	$ 32.50
Netgear	ProSafe	FS105	FS105 N A	Switch	$ 39.00	38.00%	$ 24.00	$ 0.98
Netgear	ProSafe	FS116	FS116 N A	Switch	$ 89.00	24.00%	$ 68.00	$ 2.95
Viking	2943601	FXI-1	FXI-1	Pager	$ 199.00	22.00%	$ 155.00	$ 5.90
Actiontec	Modem	GT784WN	GT784 W N- NF	Broadband Repairs	$ 99.00	22.00%	$ 77.00	$ 2.95
Cisco	ISR	809	IR809G- LTE- GA- K9	Router	$ 2,020.00	53.00%	$ 940.50	$ 35.45
Cisco	ISR	4221/SEC	ISR422 1- SEC/K9	Router	$ 2,555.05	61.00%	$ 984.00	$ 36.44
Cisco	ISR	4221	ISR422 1/ K9	Router	$ 1,632.61	61.00%	$ 629.00	$ 30.53
Cisco	ISR	4321/AX	ISR432 1- AX/K9	Router	$ 3,957.00	61.00%	$ 1,524.00	$ 123.12
Cisco	ISR	4321-AXV BDL	ISR432 1- AXV/K 9	Router	$ 5,040.23	60.00%	$ 1,996.00	$ 158.58
Cisco	ISR	4321/SEC	ISR432 1- SEC/K9	Router	$ 3,482.00	61.00%	$ 1,341.00	$ 110.31
Cisco	ISR	4321-V BDL	ISR432 1- V/K9	Router	$ 3,620.00	61.00%	$ 1,394.00	$ 114.25
Cisco	ISR	4321- VSEC BDL	ISR432 1- VSEC/K 9	Router	$ 4,695.00	61.00%	$ 1,808.00	$ 144.79
Cisco	ISR	4321	ISR432 1/ K9	Router	$ 2,370.00	61.00%	$ 913.00	$ 41.36
Cisco	ISR	4331/AX	ISR433 1- AX/K9	Router	$ 6,111.89	67.00%	$ 2,040.50	$ 86.67
Cisco	ISR	4331/SEC	ISR433 1- SEC/K9	Router	$ 5,162.00	61.00%	$ 1,988.00	$ 65.00
Cisco	ISR	4331	ISR433 1/ K9	Router	$ 3,837.00	61.00%	$ 1,478.00	$ 73.87
Cisco	ISR	4351/AX	ISR435 1- AX/K9	Router	$ 13,412.00	61.00%	$ 5,164.00	$ 170.40
Cisco	ISR	4351/SEC	ISR435 1- SEC/K9	Router	$ 10,500.00	63.00%	$ 3,850.50	$ 85.69
Cisco	ISR	4351	ISR435 1/ K9	Router	$ 9,100.00	61.00%	$ 3,504.00	$ 41.36
Cisco	ISR	4431/AX	ISR443 1- AX/K9	Router	$ 19,458.87	66.00%	$ 6,545.50	$ 241.32
Cisco	ISR	4431/SEC	ISR443 1- SEC/K9	Router	$ 15,717.86	66.00%	$ 5,390.50	$ 200.93
Cisco	ISR	4431/SEC- PERF	ISR443 1- SEC/K9	Router	$ 19,317.86	65.00%	$ 6,776.50	$ 200.93
Cisco	ISR	4431	ISR443 1/ K9	Router	$ 12,331.00	61.00%	$ 4,748.00	$ 131.98
Cisco	ISR	4451/AX	ISR445 1- AX/K9	Router	$ 26,762.68	65.00%	$ 9,240.50	$ 827.39
Cisco	ISR	4451/SEC	ISR445 1- SEC/K9	Router	$ 23,350.01	65.00%	$ 8,085.50	$ 730.86
Cisco	ISR	4451/SEC	ISR445 1- SEC/K9	Router	$ 23,350.01	61.00%	$ 8,990.00	$ 730.86
Cisco	ISR	4451	ISR445 1- X/K9	Router	$ 20,506.00	61.00%	$ 7,895.00	$ 105.39
Aruba	Aruba	303H	JY680A	Wireless Access Point	$ 382.00	0.00%	$ 382.00	$ 14.77
Aruba	Aruba	USBConsole CBL	JY728A	Accessory	$ 30.00	20.00%	$ 24.00	$ 0.98
Panasonic	KX	KXRepeater	KX- A406	Accessory	$ 199.00	23.00%	$ 153.00	$ 7.87
Panasonic	KX	KX Bundle	KX- TGP60 0	Phone	$ 199.00	23.00%	$ 154.00	$ 6.89
Panasonic	KX	KX Base	KX- TGP60 0 G	Phone	$ 129.00	7.00%	$ 120.00	$ 4.92
Panasonic	KX	KXHandset	KX- TPA60	Phone	$ 109.00	23.00%	$ 84.00	$ 3.93
Panasonic	KX	KXDeskto p	KX- TPA65	Phone	$ 159.00	23.00%	$ 122.50	$ 4.92
Panasonic	KX	KX Slim	KX- UDT12 1	Phone	$ 239.00	21.00%	$ 189.00	$ 7.87
Panasonic	KX	KX Rugged	KX- UDT13 1	Phone	$ 379.00	23.00%	$ 292.00	$ 15.75
Cisco	ASR	920 LIC	L- ASR92 0-10G-2	Router License	$ 1,500.00	61.00%	$ 578.00	$ 103.03
Cisco	Meraki	MR ENT 1YR	LIC- ENT- 1YR	WiFi License	$ 150.00	34.00%	$ 99.00	$ 10.35
Cisco	Meraki	MR ENT 3YR	LIC- ENT- 3YR	WiFi License	$ 300.00	34.00%	$ 198.00	$ 7.88
Cisco	Meraki	MR ENT 5YR	LIC- ENT- 5YR	WiFi License	$ 450.00	34.00%	$ 297.00	$ 8.05
Cisco	Meraki	MI LIC 3YR	LIC-MI- S-3YR	Premise Firewall License	$ 800.00	34.00%	$ 528.00	$ 17.84
Cisco	Meraki	MS120-24 1YR	LIC- MS120- 24- 1YR	Managed Switch License	$ 90.00	33.00%	$ 60.00	$ 6.20
Cisco	Meraki	MS120-24 3YR	LIC- MS120- 24- 3YR	Managed Switch License	$ 185.00	34.00%	$ 122.00	$ 4.85
Cisco	Meraki	MS120-24 5YR	LIC- MS120- 24- 5YR	Managed Switch License	$ 275.00	34.00%	$ 182.00	$ 4.91
Cisco	Meraki	MS120- 24P 1YR	LIC- MS120- 24P- 1YR	Managed Switch License	$ 145.00	34.00%	$ 96.00	$ 10.00
Cisco	Meraki	MS120- 24P 3YR	LIC- MS120- 24P- 3YR	Managed Switch License	$ 285.00	34.00%	$ 188.00	$ 7.48
Cisco	Meraki	MS120- 24P 5YR	LIC- MS120- 24P- 5YR	Managed Switch License	$ 430.00	34.00%	$ 284.00	$ 7.67
Cisco	Meraki	MS120-48 1YR	LIC- MS120- 48- 1YR	Managed Switch License	$ 165.00	34.00%	$ 109.00	$ 11.41
Cisco	Meraki	MS120-48 3YR	LIC- MS120- 48- 3YR	Managed Switch License	$ 330.00	34.00%	$ 218.00	$ 8.65
Cisco	Meraki	MS120-48 5YR	LIC- MS120- 48- 5YR	Managed Switch License	$ 485.00	33.00%	$ 327.00	$ 8.85
Cisco	Meraki	MS120 48FP 1YR	LIC- MS120- 48FP- 1YR	Managed Switch License	$ 265.00	34.00%	$ 175.00	$ 18.31
Cisco	Meraki	MS120 48FP 3YR	LIC- MS120- 48FP- 3YR	Managed Switch License	$ 530.00	34.00%	$ 350.00	$ 13.91
Cisco	Meraki	MS120 48FP 5YR	LIC- MS120- 48FP- 5YR	Managed Switch License	$ 790.00	34.00%	$ 522.00	$ 14.12
Cisco	Meraki	MS120- 48LP 1YR	LIC- MS120- 48LP- 1YR	Managed Switch License	$ 220.00	34.00%	$ 145.00	$ 15.21
Cisco	Meraki	MS120- 48LP 3YR	LIC- MS120- 48LP- 3YR	Managed Switch License	$ 445.00	34.00%	$ 294.00	$ 11.68
Cisco	Meraki	MS120- 48LP 5YR	LIC- MS120- 48LP- 5YR	Managed Switch License	$ 665.00	34.00%	$ 439.00	$ 11.87
Cisco	Meraki	MS120-8 1YR	LIC- MS120- 8-1YR	Managed Switch License	$ 40.00	33.00%	$ 27.00	$ 2.74
Cisco	Meraki	MS120-8 3YR	LIC- MS120- 8-3YR	Managed Switch License	$ 80.00	34.00%	$ 53.00	$ 2.09
Cisco	Meraki	MS120-8 5YR	LIC- MS120- 8-5YR	Managed Switch License	$ 115.00	34.00%	$ 76.00	$ 2.06
Cisco	Meraki	MS120- 8FP 1YR	LIC- MS120- 8FP- 1YR	Managed Switch License	$ 65.00	34.00%	$ 43.00	$ 4.51
Cisco	Meraki	MS120- 8FP 3YR	LIC- MS120- 8FP- 3YR	Managed Switch License	$ 130.00	34.00%	$ 86.00	$ 3.40
Cisco	Meraki	MS120- 8FP 5YR	LIC- MS120- 8FP- 5YR	Managed Switch License	$ 195.00	34.00%	$ 129.00	$ 3.49
Cisco	Meraki	MS210-24 1YR	LIC- MS210- 24- 1YR	Managed Switch License	$ 170.00	34.00%	$ 112.00	$ 11.76
Cisco	Meraki	MS210-24 3YR	LIC- MS210- 24- 3YR	Managed Switch License	$ 340.00	34.00%	$ 224.00	$ 8.92
Cisco	Meraki	MS210-24 5YR	LIC- MS210- 24- 5YR	Managed Switch License	$ 505.00	34.00%	$ 333.00	$ 9.03
Cisco	Meraki	MS210- 24P 1YR	LIC- MS210- 24P- 1YR	Managed Switch License	$ 210.00	34.00%	$ 139.00	$ 14.51
Cisco	Meraki	MS210- 24P 3YR	LIC- MS210- 24P- 3YR	Managed Switch License	$ 420.00	34.00%	$ 277.00	$ 11.01
Cisco	Meraki	MS210- 24P 5YR	LIC- MS210- 24P- 5YR	Managed Switch License	$ 625.00	34.00%	$ 412.00	$ 11.16
Cisco	Meraki	MS210-48 1YR	LIC- MS210- 48- 1YR	Managed Switch License	$ 260.00	34.00%	$ 172.00	$ 17.96
Cisco	Meraki	MS210-48 3YR	LIC- MS210- 48- 3YR	Managed Switch License	$ 515.00	34.00%	$ 340.00	$ 13.50
Cisco	Meraki	MS210-48 5YR	LIC- MS210- 48- 5YR	Managed Switch License	$ 770.00	34.00%	$ 508.00	$ 13.75

Manufacturer	Model	ProductName	PartNumber	Description	List Price (One-Time Purchase)	Proposed Public Discount	Percent Public Price (One-Time Purchase)	Proposed Price: MRC/Rental Option
Cisco	Meraki	MS210- 48FP 1YR	LIC- MS210- 48FP- 1YR	Managed Switch License	$ 370.00	34.00%	$ 244.00	$ 25.47
Cisco	Meraki	MS210- 48FP 3YR	LIC- MS210- 48FP- 3YR	Managed Switch License	$ 745.00	34.00%	$ 492.00	$ 19.56
Cisco	Meraki	MS210- 48FP 5YR	LIC- MS210- 48FP- 5YR	Managed Switch License	$ 1,115.00	34.00%	$ 736.00	$ 19.92
Cisco	Meraki	MS220-8 1YR	LIC- MS220- 8-1YR	Managed Switch License	$ 55.00	34.00%	$ 36.30	$ 3.80
Cisco	Meraki	MS220-8 3YR	LIC- MS220- 8-3YR	Managed Switch License	$ 110.00	54.00%	$ 51.00	$ 2.90
Cisco	Meraki	MS120-48 1YR	LIC- MS120- 48- 1YR	Managed Switch License	$ 165.00	34.00%	$ 108.90	$ 11.41
Cisco	Meraki	MS220-8P 1YR	LIC- MS220- 8P- 1YR	Managed Switch License	$ 70.00	34.00%	$ 46.20	$ 4.87
Cisco	Meraki	MS220-8P 3YR	LIC- MS220- 8P- 3YR	Managed Switch License	$ 140.00	34.00%	$ 92.40	$ 3.67
Cisco	Meraki	MS210- 24P 1YR	LIC- MS210- 24P- 1YR	Managed Switch License	$ 210.00	34.00%	$ 138.60	$ 14.51
Cisco	Meraki	MS225- 24P 1YR	LIC- MS225- 24P- 1YR	Managed Switch License	$ 290.00	34.00%	$ 191.00	$ 19.99
Cisco	Meraki	MS225- 24P 3YR	LIC- MS225- 24P- 3YR	Managed Switch License	$ 535.00	34.00%	$ 353.00	$ 14.04
Cisco	Meraki	MS225- 24P 5YR	LIC- MS225- 24P- 5YR	Managed Switch License	$ 825.00	34.00%	$ 544.00	$ 14.74
Cisco	Meraki	MS225-48 1YR	LIC- MS225- 48- 1YR	Managed Switch License	$ 345.00	34.00%	$ 227.00	$ 23.79
Cisco	Meraki	MS225-48 3YR	LIC- MS225- 48- 3YR	Managed Switch License	$ 630.00	34.00%	$ 415.00	$ 16.53
Cisco	Meraki	MS225-48 5YR	LIC- MS225- 48- 5YR	Managed Switch License	$ 970.00	34.00%	$ 640.00	$ 17.33
Cisco	Meraki	MS225- 48FP 1YR	LIC- MS225- 48FP- 1YR	Managed Switch License	$ 465.00	34.00%	$ 306.00	$ 32.01
Cisco	Meraki	MS225- 48FP 3YR	LIC- MS225- 48FP- 3YR	Managed Switch License	$ 855.00	32.00%	$ 584.00	$ 24.77
Cisco	Meraki	MS225- 48FP 5YR	LIC- MS225- 48FP- 5YR	Managed Switch License	$ 1,320.00	34.00%	$ 871.00	$ 23.58
Cisco	Meraki	MS225- 48LP 3YR	LIC- MS225- 48LP- 3YR	Managed Switch License	$ 760.00	34.00%	$ 502.00	$ 19.93
Cisco	Meraki	MS250-24 1YR	LIC- MS250- 24- 1YR	Managed Switch License	$ 360.00	49.00%	$ 182.00	$ 24.85
Cisco	Meraki	MS250-24 3YR	LIC- MS250- 24- 3YR	Managed Switch License	$ 655.00	45.00%	$ 363.00	$ 17.20
Cisco	Meraki	MS250-24 5YR	LIC- MS250- 24- 5YR	Managed Switch License	$ 1,015.00	46.00%	$ 545.00	$ 18.13
Cisco	Meraki	MS250- 24P 1YR	LIC- MS250- 24P- 1YR	Managed Switch License	$ 390.00	49.00%	$ 200.00	$ 26.89
Cisco	Meraki	MS250- 24P 3YR	LIC- MS250- 24P- 3YR	Managed Switch License	$ 715.00	44.00%	$ 399.00	$ 18.75
Cisco	Meraki	MS250- 24P 5YR	LIC- MS250- 24P- 5YR	Managed Switch License	$ 1,105.00	45.00%	$ 603.00	$ 19.73
Cisco	Meraki	MS250-48 1YR	LIC- MS250- 48- 1YR	Managed Switch License	$ 500.00	46.00%	$ 268.00	$ 34.49
Cisco	Meraki	MS250-48 3YR	LIC- MS250- 48- 3YR	Managed Switch License	$ 920.00	42.00%	$ 537.00	$ 24.14
Cisco	Meraki	MS250-48 5YR	LIC- MS250- 48- 5YR	Managed Switch License	$ 1,420.00	43.00%	$ 806.00	$ 25.37
Cisco	Meraki	MS210- 24P 5YR	LIC- MS210- 24P- 5YR	Managed Switch License	$ 625.00	50.00%	$ 310.00	$ 11.16
Cisco	Meraki	MS250- 48FP 3YR	LIC- MS250- 48FP- 3YR	Managed Switch License	$ 1,145.00	46.00%	$ 624.00	$ 30.06
Cisco	Meraki	MS250- 48FP 5YR	LIC- MS250- 48FP- 5YR	Managed Switch License	$ 1,770.00	47.00%	$ 934.00	$ 31.63
Cisco	Meraki	MS120-48 3YR	LIC- MS120- 48- 3YR	Managed Switch License	$ 330.00	34.00%	$ 218.00	$ 8.65
Cisco	Meraki	MS350-24 3YR	LIC- MS350- 24- 3YR	Managed Switch License	$ 670.00	34.00%	$ 442.00	$ 17.57
Cisco	Meraki	MS350-24 5YR	LIC- MS350- 24- 5YR	Managed Switch License	$ 1,000.00	34.00%	$ 660.00	$ 17.88
Cisco	Meraki	MS350- 24P 1YR	LIC- MS350- 24P- 1YR	Managed Switch License	$ 380.00	34.00%	$ 251.00	$ 26.18
Cisco	Meraki	MS350- 24P 3YR	LIC- MS350- 24P- 3YR	Managed Switch License	$ 760.00	34.00%	$ 502.00	$ 19.93
Cisco	Meraki	MS350- 24P 5YR	LIC- MS350- 24P- 5YR	Managed Switch License	$ 1,140.00	34.00%	$ 752.00	$ 20.38
Cisco	Meraki	MS350- 24X 1YR	LIC- MS350- 24X- 1YR	Managed Switch License	$ 450.00	34.00%	$ 297.00	$ 31.05
Cisco	Meraki	MS350- 24X 3YR	LIC- MS350- 24X- 3YR	Managed Switch License	$ 900.00	34.00%	$ 594.00	$ 23.63
Cisco	Meraki	MS350- 24X 5YR	LIC- MS350- 24X- 5YR	Managed Switch License	$ 1,350.00	34.00%	$ 891.00	$ 24.11
Cisco	Meraki	MS350-48 1YR	LIC- MS350- 48- 1YR	Managed Switch License	$ 540.00	34.00%	$ 356.00	$ 37.23
Cisco	Meraki	MS350-48 3YR	LIC- MS350- 48- 3YR	Managed Switch License	$ 1,080.00	34.00%	$ 713.00	$ 28.35
Cisco	Meraki	MS350-48 5YR	LIC- MS350- 48- 5YR	Managed Switch License	$ 1,620.00	34.00%	$ 1,069.00	$ 28.95
Cisco	Meraki	MS350- 48FP 1YR	LIC- MS350- 48FP- 1YR	Managed Switch License	$ 685.00	34.00%	$ 452.00	$ 47.23
Cisco	Meraki	MS350- 48FP 3YR	LIC- MS350- 48FP- 3YR	Managed Switch License	$ 1,370.00	34.00%	$ 904.00	$ 35.95
Cisco	Meraki	MS350- 48FP 5YR	LIC- MS350- 48FP- 5YR	Managed Switch License	$ 2,055.00	34.00%	$ 1,356.00	$ 36.72
Cisco	Meraki	MS425-16 1YR	LIC- MS425- 16- 1YR	Managed Switch License	$ 825.00	34.00%	$ 545.00	$ 56.86
Cisco	Meraki	MS425-16 3YR	LIC- MS425- 16- 3YR	Managed Switch License	$ 1,650.00	34.00%	$ 1,089.00	$ 48.30
Cisco	Meraki	MS425-16 5YR	LIC- MS425- 16- 5YR	Managed Switch License	$ 2,470.00	34.00%	$ 1,630.00	$ 44.12
Cisco	Meraki	MS425-32 3YR	LIC- MS425- 32- 3YR	Managed Switch License	$ 2,590.00	34.00%	$ 1,710.00	$ 67.97
Cisco	Meraki	MX100 ENT 1YR	LIC- MX100- ENT- 1YR	License	$ 2,500.00	34.00%	$ 1,650.00	$ 161.05
Cisco	Meraki	MX100 ENT 3YR	LIC- MX100- ENT- 3YR	License	$ 5,000.00	34.00%	$ 3,300.00	$ 122.64
Cisco	Meraki	MX100 ENT 5YR	LIC- MX100- ENT- 5YR	License	$ 7,500.00	34.00%	$ 4,950.00	$ 125.23
Cisco	Meraki	MX100 ENT 3YR	LIC- MX100- ENT- 3YR	License	$ 5,000.00	34.00%	$ 3,300.00	$ 122.64
Cisco	Meraki	MX100 SEC 3YR	LIC- MX100- SEC- 3YR	License	$ 10,000.00	34.00%	$ 6,600.00	$ 245.25
Cisco	Meraki	MX100 SEC 5YR	LIC- MX100- SEC- 5YR	License	$ 15,000.00	34.00%	$ 9,900.00	$ 250.47
Cisco	Meraki	MX250 ENT 1YR	LIC- MX250- ENT- 1YR	Premise Firewall License	$ 5,000.00	34.00%	$ 3,300.00	$ 322.18
Cisco	Meraki	MX250 ENT 3YR	LIC- MX250- ENT- 3YR	Premise Firewall License	$ 10,000.00	34.00%	$ 6,600.00	$ 245.25
Cisco	Meraki	MX250 ENT 5YR	LIC- MX250- ENT- 5YR	Premise Firewall License	$ 15,000.00	34.00%	$ 9,900.00	$ 250.47
Cisco	Meraki	MX250 ENT 3YR	LIC- MX250- ENT- 3YR	Premise Firewall License	$ 10,000.00	34.00%	$ 6,600.00	$ 245.25
Cisco	Meraki	MX250 SEC 3YR	LIC- MX250- SEC- 3YR	Premise Firewall License	$ 20,000.00	34.00%	$13,200.0 0	$ 490.53
Cisco	Meraki	MX250 SEC 5YR	LIC- MX250- SEC- 5YR	Premise Firewall License	$ 30,000.00	34.00%	$19,800.0 0	$ 500.92
Cisco	Meraki	MX250 ENT 3YR	LIC- MX250- ENT- 3YR	Premise Firewall License	$ 10,000.00	34.00%	$ 6,600.00	$ 245.25
Cisco	Meraki	MX250 SEC 3YR	LIC- MX250- SEC- 3YR	Premise Firewall License	$ 20,000.00	34.00%	$13,200.0 0	$ 490.53
Cisco	Meraki	MX250 SEC 5YR	LIC- MX250- SEC- 5YR	Premise Firewall License	$ 30,000.00	34.00%	$19,800.0 0	$ 500.92
Cisco	Meraki	MX250 SEC 3YR	LIC- MX250- SEC- 3YR	Premise Firewall License	$ 20,000.00	34.00%	$13,200.0 0	$ 490.53
Cisco	Meraki	MX450 SEC 3YR	LIC- MX450- SEC- 3YR	Premise Firewall License	$ 40,000.00	34.00%	$26,400.0 0	$ 981.06
Cisco	Meraki	MX450 SEC 5YR	LIC- MX450-SEC- 5YR	Premise Firewall License	$ 60,000.00	34.00%	$39,600.0 0	$ 1,001.84
Cisco	Meraki	MX450 SEC 3YR	LIC- MX450- SEC- 3YR	Premise Firewall License	$ 40,000.00	34.00%	$26,400.0 0	$ 981.06
Cisco	Meraki	MX450 SEC 5YR	LIC- MX450-SEC- 5YR	Premise Firewall License	$ 60,000.00	34.00%	$39,600.0 0	$ 1,001.84
Cisco	Meraki	MX64 ENT 1YR	LIC- MX64- ENT- 1YR	License	$ 300.00	34.00%	$ 198.00	$ 19.37
Cisco	Meraki	MX64 ENT 3YR	LIC- MX64- ENT- 3YR	License	$ 600.00	67.00%	$ 198.00	$ 14.72
Cisco	Meraki	MX64 ENT 5YR	LIC- MX64- ENT- 5YR	License	$ 900.00	34.00%	$ 594.00	$ 15.03
Cisco	Meraki	MX64 ENT 3YR	LIC- MX64- ENT- 3YR	License	$ 600.00	34.00%	$ 396.00	$ 14.72
Cisco	Meraki	MX64 SEC 3YR	LIC- MX64- SEC- 3YR	License	$ 1,200.00	34.00%	$ 792.00	$ 29.42
Cisco	Meraki	MX64 SEC 5YR	LIC- MX64- SEC- 5YR	License	$ 1,800.00	34.00%	$ 1,188.00	$ 30.04
Cisco	Meraki	MX64W ENT 1YR	LIC- MX64 W- ENT- 1YR	License	$ 325.00	34.00%	$ 215.00	$ 20.96
Cisco	Meraki	MX64W ENT 3YR	LIC- MX64 W- ENT- 3YR	License	$ 650.00	34.00%	$ 429.00	$ 15.96
Cisco	Meraki	MX64W ENT 5YR	LIC- MX64 W- ENT- 5YR	License	$ 975.00	34.00%	$ 644.00	$ 16.27
Cisco	Meraki	MX64W ENT 3YR	LIC- MX64 W- ENT- 3YR	License	$ 650.00	34.00%	$ 429.00	$ 15.96
Cisco	Meraki	MX64W SEC 3YR	LIC- MX64 W- SEC- 3YR	License	$ 1,300.00	34.00%	$ 858.00	$ 31.88
Cisco	Meraki	MX64W SEC 5YR	LIC- MX64 W- SEC- 5YR	License	$ 1,950.00	34.00%	$ 1,288.00	$ 32.56
Cisco	Meraki	MX64W ENT 1YR	LIC- MX64 W- ENT- 1YR	License	$ 325.00	34.00%	$ 215.00	$ 20.96
Cisco	Meraki	MX64W ENT 3YR	LIC- MX64 W- ENT- 3YR	License	$ 650.00	34.00%	$ 429.00	$ 15.96
Cisco	Meraki	MX64W ENT 5YR	LIC- MX64 W- ENT- 5YR	License	$ 975.00	34.00%	$ 644.00	$ 16.27
Cisco	Meraki	MX64W ENT 3YR	LIC- MX64 W- ENT- 3YR	License	$ 650.00	34.00%	$ 429.00	$ 15.96
Cisco	Meraki	MX64W SEC 3YR	LIC- MX64 W- SEC- 3YR	License	$ 1,300.00	34.00%	$ 858.00	$ 31.88
Cisco	Meraki	MX64W SEC 5YR	LIC- MX64 W- SEC- 5YR	License	$ 1,950.00	34.00%	$ 1,288.00	$ 32.56
Cisco	Meraki	MX65W ENT 1YR	LIC- MX65 W- ENT- 1YR	License	$ 400.00	34.00%	$ 264.00	$ 25.74
Cisco	Meraki	MX65W ENT 3YR	LIC- MX65 W- ENT- 3YR	License	$ 800.00	34.00%	$ 528.00	$ 19.63
Cisco	Meraki	MX64 SEC 3YR	LIC- MX64- SEC- 3YR	License	$ 1,200.00	34.00%	$ 792.00	$ 29.42
Cisco	Meraki	MX65W ENT 3YR	LIC- MX65 W- ENT- 3YR	License	$ 800.00	34.00%	$ 528.00	$ 19.63
Cisco	Meraki	MX65W SEC 3YR	LIC- MX65 W- SEC- 3YR	License	$ 1,600.00	34.00%	$ 1,056.00	$ 39.25
Cisco	Meraki	MX65W SEC 5YR	LIC- MX65 W- SEC- 5YR	License	$ 2,400.00	34.00%	$ 1,584.00	$ 40.06
Cisco	Meraki	MX67 ENT 1YR	LIC- MX67- ENT- 1YR	Premise Firewall License	$ 350.00	34.00%	$ 231.00	$ 22.56
Cisco	Meraki	MX67 ENT 3YR	LIC- MX67- ENT- 3YR	Premise Firewall License	$ 700.00	34.00%	$ 462.00	$ 17.17
Cisco	Meraki	MX67 ENT 5YR	LIC- MX67- ENT- 5YR	Premise Firewall License	$ 1,050.00	34.00%	$ 693.00	$ 17.53
Cisco	Meraki	MX67 ENT 3YR	LIC- MX67- ENT- 3YR	Premise Firewall License	$ 700.00	34.00%	$ 462.00	$ 17.17
Cisco	Meraki	MX67 SEC 3YR	LIC- MX67- SEC- 3YR	Premise Firewall License	$ 1,400.00	34.00%	$ 924.00	$ 34.34
Cisco	Meraki	MX67 SEC 5YR	LIC- MX67- SEC- 5YR	Premise Firewall License	$ 2,100.00	34.00%	$ 1,386.00	$ 35.07
Cisco	Meraki	MX67C ENT 1YR	LIC- MX67C- ENT- 1YR	Premise Firewall License	$ 425.00	34.00%	$ 281.00	$ 27.41

Manufacturer	Model	ProductName	PartNumber	Description	List Price (One-Time Purchase)	Proposed Public Discount	Percent Public Price (One-Time Purchase)	Proposed Price: MRC/Rental Option
Cisco	Meraki	MX67C ENT 3YR	LIC- MX67C- ENT- 3YR	Premise Firewall License	$ 850.00	34.00%	$ 561.00	$ 20.84
Cisco	Meraki	MX67C ENT 5YR	LIC- MX67C- ENT- 5YR	Premise Firewall License	$ 1,275.00	34.00%	$ 842.00	$ 21.30
Cisco	Meraki	MX67C ENT 3YR	LIC- MX67C- ENT- 3YR	Premise Firewall License	$ 850.00	34.00%	$ 561.00	$ 20.84
Cisco	Meraki	MX67C SEC 3YR	LIC- MX67C- SEC- 3YR	Premise Firewall License	$ 1,700.00	34.00%	$ 1,122.00	$ 41.71
Cisco	Meraki	MX67C SEC 5YR	LIC- MX67C- SEC- 5YR	Premise Firewall License	$ 2,550.00	34.00%	$ 1,683.00	$ 42.58
Cisco	Meraki	MX67W ENT 1YR	LIC- MX67 W- ENT- 1YR	Premise Firewall License	$ 375.00	34.00%	$ 248.00	$ 24.14
Cisco	Meraki	MX67W ENT 3YR	LIC- MX67 W- ENT- 3YR	Premise Firewall License	$ 750.00	34.00%	$ 495.00	$ 18.38
Cisco	Meraki	MX67W ENT 5YR	LIC- MX67 W- ENT- 5YR	Premise Firewall License	$ 1,125.00	34.00%	$ 743.00	$ 18.79
Cisco	Meraki	MX67W ENT 3YR	LIC- MX67 W- ENT- 3YR	Premise Firewall License	$ 750.00	34.00%	$ 495.00	$ 18.38
Cisco	Meraki	MX67W SEC 3YR	LIC- MX67 W- SEC- 3YR	Premise Firewall License	$ 1,500.00	34.00%	$ 990.00	$ 36.80
Cisco	Meraki	MX67W SEC 5YR	LIC- MX67 W- SEC- 5YR	Premise Firewall License	$ 2,250.00	34.00%	$ 1,485.00	$ 37.57
Cisco	Meraki	MX67W ENT 1YR	LIC- MX67 W- ENT- 1YR	Premise Firewall License	$ 375.00	34.00%	$ 248.00	$ 24.14
Cisco	Meraki	MX67W ENT 3YR	LIC- MX67 W- ENT- 3YR	Premise Firewall License	$ 750.00	34.00%	$ 495.00	$ 18.38
Cisco	Meraki	MX67W ENT 5YR	LIC- MX67 W- ENT- 5YR	Premise Firewall License	$ 1,125.00	34.00%	$ 743.00	$ 18.79
Cisco	Meraki	MX67W ENT 3YR	LIC- MX67 W- ENT- 3YR	Premise Firewall License	$ 750.00	34.00%	$ 495.00	$ 18.38
Cisco	Meraki	MX67W SEC 3YR	LIC- MX67 W- SEC- 3YR	Premise Firewall License	$ 1,500.00	34.00%	$ 990.00	$ 36.80
Cisco	Meraki	MX67W SEC 5YR	LIC- MX67 W- SEC- 5YR	Premise Firewall License	$ 2,250.00	34.00%	$ 1,485.00	$ 37.57
Cisco	Meraki	MX67 ENT 5YR	LIC- MX67- ENT- 5YR	Premise Firewall License	$ 1,050.00	34.00%	$ 693.00	$ 17.53
Cisco	Meraki	MX67 SEC 5YR	LIC- MX67- SEC- 5YR	Premise Firewall License	$ 2,100.00	34.00%	$ 1,386.00	$ 35.07
Cisco	Meraki	MX68CW SEC 5YR	LIC- MX68C W	Premise Firewall License	$ 3,150.00	34.00%	$ 2,079.00	$ 52.60
Cisco	Meraki	MX68CW ENT 1YR	LIC- MX68C W-ENT- 1YR	Premise Firewall License	$ 525.00	34.00%	$ 347.00	$ 33.79
Cisco	Meraki	MX67 ENT 5YR	LIC- MX67- ENT- 5YR	Premise Firewall License	$ 1,050.00	34.00%	$ 693.00	$ 17.53
Cisco	Meraki	MX68CW ENT 5YR	LIC- MX68C W-ENT- 5YR	Premise Firewall License	$ 1,575.00	34.00%	$ 1,040.00	$ 26.29
Cisco	Meraki	MX68W ENT 1YR	LIC- MX68 W- ENT- 1YR	Premise Firewall License	$ 450.00	34.00%	$ 297.00	$ 29.01
Cisco	Meraki	MX68W ENT 3YR	LIC- MX68 W- ENT- 3YR	Premise Firewall License	$ 900.00	34.00%	$ 594.00	$ 22.08
Cisco	Meraki	MX68W ENT 5YR	LIC- MX68 W- ENT- 5YR	Premise Firewall License	$ 1,350.00	34.00%	$ 891.00	$ 22.56
Cisco	Meraki	MX68W ENT 3YR	LIC- MX68 W- ENT- 3YR	Premise Firewall License	$ 900.00	34.00%	$ 594.00	$ 22.08
Cisco	Meraki	MX68W SEC 3YR	LIC- MX68 W- SEC- 3YR	Premise Firewall License	$ 1,800.00	34.00%	$ 1,188.00	$ 44.14
Cisco	Meraki	MX68W SEC 5YR	LIC- MX68 W- SEC- 5YR	Premise Firewall License	$ 2,700.00	34.00%	$ 1,782.00	$ 45.08
Cisco	Meraki	MX84 ENT 1YR	LIC- MX84- ENT- 1YR	License	$ 1,000.00	34.00%	$ 660.00	$ 64.47
Cisco	Meraki	MX84 ENT 3YR	LIC- MX84- ENT- 3YR	License	$ 2,000.00	34.00%	$ 1,320.00	$ 49.05
Cisco	Meraki	MX84 ENT 5YR	LIC- MX84- ENT- 5YR	License	$ 3,000.00	34.00%	$ 1,980.00	$ 50.10
Cisco	Meraki	MX84 ENT 3YR	LIC- MX84- ENT- 3YR	License	$ 2,000.00	34.00%	$ 1,320.00	$ 49.05
Cisco	Meraki	MX84 SEC 3YR	LIC- MX84- SEC- 3YR	License	$ 4,000.00	34.00%	$ 2,640.00	$ 98.10
Cisco	Meraki	MX84 SEC 5YR	LIC- MX84- SEC- 5YR	License	$ 6,000.00	34.00%	$ 3,960.00	$ 100.18
Cisco	Meraki	VMX100 1YR	LIC- VMX10 0- 1YR	Virtual Appliance	$ 2,500.00	34.00%	$ 1,650.00	$ 144.69
Cisco	Meraki	Z1 LIC 1YR	LIC-Z1- ENT- 1YR	Teleworker Gateway License	$ 50.00	34.00%	$ 33.00	$ 3.18
Cisco	Meraki	Z1 LIC 3YR	LIC-Z1- ENT- 3YR	Teleworker Gateway License	$ 100.00	34.00%	$ 66.00	$ 2.45
Cisco	Meraki	Z3 LIC 1YR	LIC-Z3- ENT- 1YR	Teleworker Gateway License	$ 150.00	34.00%	$ 99.00	$ 9.64
Cisco	Meraki	Z3 LIC 3YR	LIC-Z3- ENT- 3YR	Teleworker Gateway License	$ 300.00	34.00%	$ 198.00	$ 7.37
Cisco	Meraki	Z3C ENT 1YR	LIC- Z3C- ENT- 1YR	Teleworker Gateway License	$ 225.00	34.00%	$ 148.50	$ 14.51
Cisco	Meraki	Z3C ENT 3YR	LIC- Z3C- ENT- 3YR	Teleworker Gateway License	$ 450.00	34.00%	$ 297.00	$ 10.44
Cisco	Meraki	MR ANT	MA- ANT- 20	Antenna	$ 199.00	34.00%	$ 131.34	$ 5.90
Cisco	Meraki	MR ANT	MA- ANT- 20	Antenna	$ 199.00	22.00%	$ 155.00	$ 5.90
Cisco	Meraki	MX ANT	MA- ANT- MX	Premise Firewall Antenna	$ 25.00	32.00%	$ 17.00	$ 0.98
Cisco	Meraki	QCable 1m	MA- CBL- 40G-1M	SFP	$ 200.00	34.00%	$ 132.00	$ 6.89
Cisco	Meraki	QCable.5m	MA- CBL- 40G-50CM	SFP	$ 100.00	34.00%	$ 66.00	$ 3.93
Cisco	Meraki	QCable.5m	MA- CBL- 40G-50CM	SFP	$ 100.00	34.00%	$ 66.00	$ 3.93
Cisco	Meraki	Cable 3m	MA- CBL- TA-3M	SFP	$ 150.00	34.00%	$ 99.00	$ 4.92
Cisco	Meraki	MR PWR	MA- INJ- 4- US	Power WiFi	$ 149.00	34.00%	$ 98.00	$ 3.93
Cisco	Meraki	MS PWR 1025	MA- PWR- 1025W A C	Switch PWR	$ 1,450.00	34.00%	$ 957.00	$ 52.20
Cisco	Meraki	30W AC	MA- PWR- 30W- US	Power WiFi	$ 29.00	34.00%	$ 19.00	$ 1.96
Cisco	Meraki	MX65 PWR	MA- PWR- 90WA C	Power WiFi	$ 160.00	34.00%	$ 106.00	$ 5.90
Cisco	Meraki	SFP 10G LRF	MA- SFP- 10GB- LR	SFP	$ 3,995.00	59.00%	$ 1,649.34	$ 115.24
Cisco	Meraki	SFP 10G LRMMF	MA- SFP- 10GB- LRM	SFP	$ 995.00	14.00%	$ 854.70	$ 28.56
Cisco	Meraki	SFP 10G LRMMF	MA- SFP- 10GB- LRM	SFP	$ 995.00	34.00%	$ 659.34	$ 28.56
Cisco	Meraki	SFP 10G LRMMF	MA- SFP- 10GB- LRM	SFP	$ 995.00	60.00%	$ 395.34	$ 28.56
Cisco	Meraki	SFP 1G SX	MA- SFP- 1GB-SX	SFP	$ 500.00	34.00%	$ 330.00	$ 14.77
Cisco	Meraki	SFP 1G TX	MA- SFP- 1GB- TX	SFP	$ 395.00	34.00%	$ 260.70	$ 12.80
Cisco	Meraki	MR20	MR20- HW	Wireless Access Point	$ 299.00	28.00%	$ 216.00	$ 8.86
Cisco	Meraki	MR30H	MR30 H- HW	Wireless Access Point	$ 599.00	28.00%	$ 432.00	$ 17.72
Cisco	Meraki	MR42	MR42- HW	Wireless Access Point	$ 1,099.00	28.00%	$ 792.00	$ 21.66
Cisco	Meraki	MR42	MR42- HW	Wireless Access Point	$ 1,099.00	28.00%	$ 792.00	$ 21.66
Cisco	Meraki	MR55	MR55- HW	Wireless Access Point	$ 1,849.00	28.00%	$ 1,332.00	$ 45.30
Cisco	Meraki	MR42	MR42- HW	Wireless Access Point	$ 1,099.00	28.00%	$ 792.00	$ 21.66
Cisco	Meraki	MS120-24	MS120- 24- HW	Managed Switch	$ 1,620.00	34.00%	$ 1,069.00	$ 56.14
Cisco	Meraki	MS120- 24P	MS120- 24P- HW	Managed Switch	$ 2,515.00	34.00%	$ 1,660.00	$ 87.66
Cisco	Meraki	MS120-48	MS120- 48- HW	Managed Switch	$ 2,900.00	11.00%	$ 2,574.00	$ 87.66
Cisco	Meraki	MS120 48FP	MS120- 48FP- HW	Managed Switch	$ 4,635.00	34.00%	$ 3,060.00	$ 160.55
Cisco	Meraki	MS120- 48LP	MS120- 48LP- HW	Managed Switch	$ 3,925.00	34.00%	$ 2,591.00	$ 118.19
Cisco	Meraki	MS120-8	MS120- 8-HW	Managed Switch	$ 680.00	34.00%	$ 449.00	$ 23.63
Cisco	Meraki	MS120- 8FP	MS120- 8FP- HW	Managed Switch	$ 1,150.00	34.00%	$ 759.00	$ 40.38
Cisco	Meraki	MS210-24	MS210- 24- HW	Managed Switch	$ 2,985.00	34.00%	$ 1,970.00	$ 107.36
Cisco	Meraki	MS210- 24P	MS210- 24P- HW	Managed Switch	$ 3,665.00	34.00%	$ 2,419.00	$ 114.25
Cisco	Meraki	MS210-48	MS210- 48- HW	Managed Switch	$ 4,520.00	34.00%	$ 2,983.00	$ 141.83
Cisco	Meraki	MS210- 48FP	MS210- 48FP- HW	Managed Switch	$ 6,570.00	34.00%	$ 4,336.00	$ 236.39
Cisco	Meraki	LIC- MS225- 24- 3YR	MS225- 24 3YR	Managed Switch License	$ 460.00	34.00%	$ 303.00	$ 12.46
Cisco	Meraki	LIC- MS225- 24- 5YR	MS225- 24 5YR	Managed Switch License	$ 710.00	34.00%	$ 468.00	$ 12.68
Cisco	Meraki	MS225-24	MS225- 24- HW	Managed Switch	$ 4,180.00	34.00%	$ 2,758.00	$ 134.94
Cisco	Meraki	MS225- 24P	MS225- 24P- HW	Managed Switch	$ 4,865.00	34.00%	$ 3,210.00	$ 156.61
Cisco	Meraki	MS225- 48FP	MS225- 48FP- HW	Managed Switch	$ 7,770.00	51.00%	$ 3,775.00	$ 250.18
Cisco	Meraki	MS225- 48FLP	MS225- 48LP- HW	Managed Switch	$ 6,915.00	34.00%	$ 4,564.00	$ 222.60
Cisco	Meraki	MS250-24	MS250- 24- HW	Managed Switch	$ 5,975.00	34.00%	$ 3,943.00	$ 192.07
Cisco	Meraki	MS250-48	MS250- 48- HW	Managed Switch	$ 8,365.00	34.00%	$ 5,520.00	$ 268.90
Cisco	Meraki	MS250- 48FP	MS250- 48FP- HW	Managed Switch	$ 10,420.00	34.00%	$ 6,877.00	$ 334.89
Cisco	Meraki	MS350-24	MS350- 24- HW	Managed Switch	$ 5,675.00	13.00%	$ 4,946.00	$ 183.20
Cisco	Meraki	MS350- 24P	MS350- 24P- HW	Managed Switch	$ 6,455.00	34.00%	$ 4,260.00	$ 207.83
Cisco	Meraki	MS350- 24X	MS350- 24X- HW	Managed Switch	$ 7,495.00	34.00%	$ 4,946.00	$ 241.32
Cisco	Meraki	MS350-48	MS350- 48- HW	Managed Switch	$ 9,195.00	34.00%	$ 6,068.00	$ 295.49
Cisco	Meraki	MS350- 48FP	MS350- 48FP- HW	Managed Switch	$ 11,635.00	34.00%	$ 7,679.00	$ 374.29
Cisco	Meraki	MS425-16	MS425- 16- HW	Managed Switch	$ 14,000.00	34.00%	$ 9,240.00	$ 450.14
Cisco	Meraki	MS425-32	MS425- 32- HW	Managed Switch	$ 22,000.00	34.00%	$14,520.0 0	$ 707.22
Cisco	Meraki	MX100	MX100- HW	Premise Firewall	$ 4,995.00	34.00%	$ 3,296.70	$ 120.16
Cisco	Meraki	MX250	MX250- HW	Premise Firewall	$ 9,995.00	34.00%	$ 6,596.70	$ 319.13
Cisco	Meraki	MX450	MX450- HW	Premise Firewall	$ 19,995.00	34.00%	$13,196.7 0	$ 637.29
Cisco	Meraki	MX67	MX67- HW	Premise Firewall	$ 695.00	34.00%	$ 458.70	$ 20.68
Cisco	Meraki	MX67C	MX67C- HW	Premise Firewall	$ 1,295.00	34.00%	$ 854.70	$ 40.38
Cisco	Meraki	MX67W	MX67 W- HW	Premise Firewall	$ 995.00	34.00%	$ 656.70	$ 31.51
Cisco	Meraki	MX67W	MX67 W- HW	Premise Firewall	$ 995.00	34.00%	$ 656.70	$ 31.51

Manufacturer	Model	ProductName	PartNumber	Description	List Price (One-Time Purchase)	Proposed Public Discount	Percent Public Price (One-Time Purchase)	Proposed Price: MRC/Rental Option
Cisco	Meraki	MX68CW	MX68C W-HW	Premise Firewall	$ 1,795.00	34.00%	$ 1,184.70	$ 56.14
Cisco	Meraki	MX68W	MX68 W- HW	Premise Firewall	$ 1,295.00	34.00%	$ 854.70	$ 40.38
Cisco	Meraki	MX84	MX84- HW	Premise Firewall	$ 1,995.00	34.00%	$ 1,316.70	$ 48.26
Cisco	NIM	NIM/1CE1 T1	NIM- 1CE1T1- PRI	Card	$ 2,400.00	62.00%	$ 924.00	$ 34.47
Cisco	NIM	NIM/PRI	NIM- 1CE1T1- PRI=+ PVDM 4- 64	Card	$ 6,572.00	63.00%	$ 2,426.50	$ 82.73
Cisco	NIM	NIM/T1	NIM- 1MFT- T1/E1=	Card	$ 1,505.00	63.00%	$ 550.50	$ 25.60
Cisco	NIM	NIM/2CE1 T1	NIM- 2CE1T1- PRI	Card	$ 4,000.00	62.00%	$ 1,540.00	$ 57.12
Cisco	NIM	NIM/2PRI	NIM- 2CE1T1- PRI=+ PVDM 4- 64	Card	$ 8,172.00	63.00%	$ 3,045.50	$ 105.39
Cisco	NIM	NIM/2GE	NIM- 2GE- CU- SFP=	Card	$ 2,155.00	63.00%	$ 793.00	$ 36.44
Cisco	NIM	NIM/1MF T	NIM- 2MFT- T1/E1=	Card	$ 2,305.00	63.00%	$ 847.00	$ 25.60
Cisco	NIM	NIM/ATT- 4G	NIM- 4G- LTE-NA	Card	$ 1,450.00	58.00%	$ 614.00	$ 17.72
Cisco	NIM	NIM/ATT- 4G	NIM- 4G- LTE-NA	Card	$ 1,450.00	66.00%	$ 491.00	$ 17.72
Cisco	NIM	NIM/4T1	NIM- 4MFT- T1/E1	Card	$ 4,400.00	62.00%	$ 1,694.00	$ 63.03
Cisco	NIM	NIM/8SW	NIM- ES2-8- P=	Card	$ 1,155.00	64.00%	$ 419.50	$ 16.74
Cisco	NIM	4k LTE NIM	NIM- LTEA- EA	Card	$ 1,475.00	61.00%	$ 568.00	$ 21.66
Zyxel	Modem	P660-HN	P- 660HN	Broadband Repairs	$ 89.00	33.00%	$ 60.00	$ 2.95
Cisco	Module	MOD 32C	PVDM 4- 32	Card	$ 1,700.00	62.00%	$ 654.50	$ 24.62
Cisco	Module	MOD 64C	PVDM 4- 64	Card	$ 3,400.00	56.00%	$ 1,505.35	$ 56.14
Cisco	ISR	3900 PWR	PWR- 3900- AC=	Power ADS	$ 855.65	72.00%	$ 237.00	$ 8.86
Cisco	ISR	4220 PWR	PWR- 4220- AC=	Power ADS	$ 310.00	61.00%	$ 120.00	$ 5.90
Cisco	ISR	4320 PWR	PWR- 4320- AC=	Power ADS	$ 322.00	61.00%	$ 124.00	$ 9.84
Cisco	ISR	4451 PWR	PWR- 4450- AC/2	Power ADS	$ 800.00	62.00%	$ 308.00	$ 16.74
Cisco	ISR	4450 PWR	PWR- 4450- AC=	Power ADS	$ 1,312.00	61.00%	$ 506.00	$ 41.36
Cisco	SFP	ADD ON T	SFP- 10GLR- 31	Accessory	$ 3,995.00	99.00%	$ 36.00	$ 1.96
Cisco	SFP	ADD ON U	SFP- 10GSR- 85	Accessory	$ 995.00	98.00%	$ 17.00	$ 0.98
Cisco	ISR	1GCopper SFP	SFP- GB- GE-T	Card	$ 450.00	95.00%	$ 22.00	$ 1.96
Cisco	SFP	ADD ON M	SFP1G- LX-31	Card	$ 995.00	99.00%	$ 7.00	$ 0.98
Cisco	SFP	ADD ON L	SFP1G- SX-85	Card	$ 500.00	99.00%	$ 6.00	$ 0.98
Cisco	ISR	4350AppX LIC	SL- 4350- APP- K9=	Router License	$ 2,300.00	61.00%	$ 886.00	$ 92.51
Cisco	ISR	4400AppX LIC	SL-44- APP- K9=	Router License	$ 3,600.00	62.00%	$ 1,386.00	$ 122.57
Cisco	IOS	IOS IP	SL-44- IPB-K9	Router License	$ 4,000.00	62.00%	$ 1,528.42	$ 136.20
Cisco	ISR	4400 SEC LIC	SL-44- SEC- K9=	Router License	$ 4,600.00	62.00%	$ 1,771.00	$ 156.62
Cisco	IOS	IOS UC	SL-44- UC-K9	Router License	$ 2,000.00	62.00%	$ 770.00	$ 68.10
Cisco	HWIC	ADD ON S	SM-X- 1T3/E3=	Card	$ 11,242.04	61.00%	$ 4,329.00	$ 159.56
Cisco	VIC	4FXO	VIC2- 4FXO=	Card	$ 1,275.12	70.00%	$ 385.00	$ 14.77
Bogen	MWT	WMT1A	WMT1 A	Pager	$ 50.00	20.00%	$ 40.00	$ 1.96
Cisco	CTLS	2960.24P	WS- C2960 X- 24PS-L	Switch	$ 3,354.75	61.00%	$ 1,292.00	$ 19.69
Cisco	CTLS	2960.24	WS- C2960 X- 24TS-L	Switch	$ 2,630.25	61.00%	$ 1,013.00	$ 27.57
Cisco	CTLS	2960.48P	WS- C2960 X- 48FPS- L	Switch	$ 7,192.00	61.00%	$ 2,770.00	$ 206.84
Cisco	CTLS	2960.48P48LPD-L	WS- C2960 X- 48LPD- L	Switch	$ 7,623.00	61.00%	$ 2,935.00	$ 276.78
Cisco	CTLS	2960.48P48LPS-L	WS- C2960 X- 48LPS- L	Switch	$ 6,105.75	61.00%	$ 2,351.00	$ 86.67
Cisco	CTLS	2960.48	WS- C2960 X- 48TS-L	Switch	$ 4,360.00	63.00%	$ 1,615.08	$ 166.46
Cisco	CTLS	3650.24P	WS- C3650- 24TS-E	Switch	$ 8,255.00	64.00%	$ 3,003.00	$ 210.78
Cisco	CTLS	3650.24	WS- C3650- 24TS-S	Switch	$ 4,600.00	64.00%	$ 1,655.50	$ 61.06
Cisco	CTLS	3650.48P	WS- C3650- 48TS-E	Switch	$ 152,000.00	96.00%	$ 5,736.50	$ 123.12
Cisco	CTLS	3650.48	WS- C3650- 48TS-S	Switch	$ 8,060.00	62.00%	$ 3,041.50	$ 112.28
Cisco	Meraki	Z3C	Z3C- HW- NA	Teleworker Gateway	$ 845.00	34.00%	$ 557.70	$ 26.59
Polycom	Obi	ObiWiFi5G Wireless-AC USB Adapter	1517-49585-001	Accessory	$ 30.00	27%	$ 22.00	$ 0.99
Polycom	VVX	Wall Mount Bracket Kit for all VVX Expansion Modules	2200-46320-001	Accessory	$ 35.00	34%	$ 23.00	$ 0.99
Polycom	VVX	Universal Power Supply for the Polycom, TAA compliant	2200-48560-001	Power VoIP	$ 40.00	35%	$ 26.00	$ 0.99
Polycom	VVX	VVX 250	2200-48820-001	Phone	$ 189.00	26%	$ 140.00	$ 4.99
Polycom	VVX	VVX 150/250 Wall Mount Bracket	2200-48823-001	Accessory	$ 20.00	5%	$ 19.00	$ 0.99
Polycom	VVX	VVX 350	2200-48830-001	Phone	$ 249.00	31%	$ 172.00	$ 5.99
Polycom	VVX	VVX 350 Wall Mount Bracket	2200-48833-001	Accessory	$ 20.00	5%	$ 19.00	$ 0.99
Polycom	VVX	VVX 450	2200-48840-001	Phone	$ 289.00	31%	$ 200.00	$ 6.99
Polycom	VVX	VVX 450 Wall Mount Bracket	2200-48843-001	Accessory	$ 20.00	-25%	$ 25.00	$ 0.99
Polycom	VVX	VVX 150, 250, 350, 450 Universal Power Supply	2200-48872-001	Power VoIP	$ 18.00	44%	$ 10.00	$ 0.99
Polycom	VVX	VVX EM50 Exp Module	2200-48890-025	Accessory	$ 290.00	12%	$ 256.00	$ 7.99
Polycom	VVX	Polycom VVX D230	2200-49230-001	Phone	$ 209.00	18%	$ 172.00	$ 5.99
Polycom	Conference	USB 2.0 - 4 ft/1.2m Cable for RealPresence Trio 8500 and VoxBox	2200-49307-002	Cable	$ 20.00	15%	$ 17.00	$ 0.99
Polycom	CCX	CCX 400	2200-49700-019	Phone	$ 309.00	30%	$ 217.00	$ 6.99
Polycom	CCX	CCX 500 Phone without handset	2200-49710-019	Phone	$ 419.00	37%	$ 262.00	$ 8.99
Polycom	CCX	CCX 500 Phone and Handset	2200-49720-019	Phone	$ 439.00	37%	$ 275.00	$ 9.99
Polycom	CCX	CCX 500/600/700 Universal Power Supply	2200-49760-001	Power VoIP	$ 30.00	13%	$ 26.00	$ 0.99
Polycom	CCX	Polycom - CCX 600 Business Media Phone without handset. Microsoft Teams. PoE. Ships without power supply (for Microsoft Teams)	2200-49770-019	Phone	$ 539.00	37%	$ 338.00	$ 10.99
Polycom	CCX	Polycom - CCX 600 Business Media Phone. Microsoft Teams/SFB. PoE. Ships without power supply (for Microsoft Teams)	2200-49780-019	Phone	$ 569.00	37%	$ 356.00	$ 11.99
Polycom	Trio	Polycom Power Kit for RealPresence Trio 8500 and Trio Visual+	2200-66740-001	Poly Conference ADS PWR	$ 139.00	21%	$ 110.00	$ 3.99
Polycom	Trio	Polycom RealPresence Trio 8300 IP Conference Phone	2200-66800-001	Phone	$ 649.00	40%	$ 390.00	$ 12.99
Polycom	Trio	Polycom Power Kit for RealPresence Trio 8800 and Trio Visual+	7200-23490-001	Poly Conference ADS PWR	$ 139.00	14%	$ 119.00	$ 3.99
Polycom	VVX	Polycom VVX 311 6-line Desktop Phone Gigabit Ethernet with HD Voice. Compatible Partner platforms: 20. POE. Ships without power supply, TAA compliant	G2200-48350-025	Phone	$ 263.00	33%	$ 175.00	$ 5.99
Polycom	Trio	IP 8500	2200-66700-001	Phone	$ 1,238.00	64%	$ 445.00	$ 13.99
Grandstream	Grandstream	GRP2614 - VoIP phone	GRP2614	Phone	$ 175.00	38%	$ 113.00	$ 4.92
Grandstream	Grandstream	GRP2615 - VoIP phone	GRP2615	Phone	$ 175.00	38%	$ 130.00	$ 4.92
Grandstream	Grandstream	GRP2616 - VoIP phone	GRP2616	Phone	$ 189.00	40%	$ 113.00	$ 4.92
Poly	Home Office	Polycom Poly EagleEye Video Conferencing Camera - 30 fps - USB 2.0 - 1920 x 1080 Video - CMOS Sensor - Auto-focus Compatible Zoom & SRS	7230-60896-001	Accessory	$ 1,100.00	5%	$ 1,043.00	$ 33.99

Manufacturer	Model	ProductName	PartNumber	Description	List Price (One-Time Purchase)	Proposed Public Discount	Percent Public Price (One-Time Purchase)	Proposed Price: MRC/Rental Option
Grandstream	Grandstream	HT812 ATA	HT812	HT812 – Grandstream 2 port ATA	$ 55.28	33%	$ 37.00	$ 1.96
Grandstream	Grandstream	HT814 ATA	HT814	HT814 – Grandstream 4 port ATA	$ 120.43	32%	$ 82.00	$ 3.93
Grandstream	Grandstream	HT818 ATA	HT818	HT818 – Grandstream 8 port ATA	$ 174.81	35%	$ 114.00	$ 4.92
Grandstream	Grandstream	HT818 ATA Power Supply	12V/1.5A PSU	HT818 – Grandstream 8 port ATA Power Supply	$ 19.00	32%	$ 13.00	$ 0.98
Grandstream	Grandstream	HT814 ATA Power Supply	12V/1A PSU	HT814 – Grandstream 4 port ATA Power Supply	$ 19.00	32%	$ 13.00	$ 0.98
Grandstream	Grandstream	HT812 ATA Power Supply	12V/500mA PSU	HT812 – Grandstream 2 port ATA Power Supply	$ 15.00	40%	$ 9.00	$ 0.98

3 Section 3 – Ability to Perform, including response to the national program (Appendix B)

Include a detailed response to Appendix B, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how supplier will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

Granite has included a detailed response to Appendix B, Exhibit A, OMNIA Partners Response for National Cooperative Contract in accordance with the requirements outlined in this solicitation.

The successful supplier will be required to sign Appendix B, Exhibit B, OMNIA Partners Administration Agreement prior to contract award. Suppliers should have any reviews required to sign the document prior to submitting a response. Supplier's response should include any proposed exceptions to OMNIA Partners Administration Agreement.

Granite has included signatures for Appendix B, Exhibit A, OMNIA Partners Response for National Cooperative Contract in accordance with the requirements outlined in this solicitation.

Include completed Appendix B, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

Granite has included a detailed response to Appendix B, F. Federal Funds Certifications and G. New Jersey Business Compliance.in accordance with the requirements outlined in this solicitation.

Provide available ordering methods (online ordering, order tracking, search options, order history, etc.).

Granite accepts orders through a variety of delivery methods, the most common being email. To be considered valid, orders must at minimum be provided in written format, reference the Region 14/OMNIA Partners master agreement number, must have been quoted according to the master agreement pricing, and any supplemental terms must be agreed to by both the customer and Granite.

Granite's standard order-level agreement is our Letter of Authorization, included in this response under **Section 6.6**. The Letter of Authorization authorizes Granite to deliver the quoted services to the customer, and contains all order details (e.g., rates, quantities, term length) and supplemental terms (SLAs, payment terms, etc.) that would apply to the quoted services.

After an Eligible User places their first order, a Premier Account Manager will be assigned to their account. The Premier Account Manager, as the single point of contact for all support, allows a level of responsiveness for account management that is unsurpassed in the industry. Eligible users can place Move/Add/Change/Delete (MACD) orders via e-mail or via phone with their assigned Premier Account Manager. All MACD orders are placed immediately. The Premier Account Team that supports the Premier Account Manager directly coordinates the managed installation of new facilities with underlying

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providers as well as all change management activity. Change management is done on a mutually agreed upon time schedule. Any changes that do not involve underlying last mile providers are typically done in twenty-four (24) hours.
Additionally, Granite provides its customers with unlimited, free access to customer information through Rock Reports, Granite's proprietary web-based software system. Rock Reports can be accessed 24 hours per day, 7 days per week through Granite's website (www.granitenet.com), except during scheduled maintenance. Granite will provide a web demo and training in the use of the website to download billing and run reports, at no additional cost. Customers can use Rock Reports to access the following types of information [redacted] Granite will also provide any and all customized reports based on customer requests.

What is supplier's average on time delivery rate? Describe Supplier's history of meeting the shipping and delivery timelines.

Granite has an average on-time delivery rate of 98%. Eligible users will be assigned a dedicated Premier Representative, and in some instances (based on the quantity and complexity of the requested services) they will also qualify for a Project Manager to be assigned. Utilizing a team approach allows a level of speed and congruency for the customer account that is untouched in the industry. The project management team will: Oversee and coordinate the installation, coordinate all internal and external resources, monitor work to ensure timelines and budgets are met, perform quality assurance review, prepare and submit project closeout documentation, review and forward invoices to our billing department for consolidation with other Granite services, provide regular updates on the progress of all of your structured cabling projects through a detailed report. Granite's technicians are licensed and insured and work on-site with customer's every day and carry the tools and equipment necessary to complete any task necessary for this project.

Describe how supplier responds to emergency orders.

The Premier Account Manager, as the single point of contact for all support, allows a level of responsiveness for account management that is unsurpassed in the industry. Region 14 ESC can place orders via e-mail or via phone with their assigned Premier Account Manager. All move orders, add orders, and change orders are placed immediately. The Premier Account Team that supports the Premier Account Manager directly coordinates the managed installation of new facilities with underlying providers as well as all change management activity. Change management is done on a mutually agreed upon time schedule. Any changes that do not involve underlying last mile providers are typically done in twenty-four (24) hours.

What is supplier's average Fill Rate*?*

Granite does not typically track equipment in stock as we mainly operate as a service provider. However, Granite always maintains a warehouse with reserve stock, however; Granite's proposed offering mainly consists of services which may not typically require physical delivery.

Our expert technicians and cutting-edge facilities are here to boost your operational efficiency and simplify your inventory management processes. With an 85,000 square

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foot mixed-use facility equipped with configuration labs, kitting stations, and ample warehouse storage, we are ready to handle all your equipment inventory needs. Our dedicated U.S. Warehouse team is well-equipped to handle the complexities of receiving, storing, allocating, and shipping equipment inventory for all our customer's projects.

Describe supplier's return and restocking policy.

During the Implementation Phase of a project, Granite will establish desired inventory levels to be maintained to meet expected demand for each customer. We will also establish a Low Inventory Threshold which triggers the ordering of additional devices to replenish the Spare Inventory to the desired levels if needed. Granite can also manage a High Inventory Threshold which triggers recycling of returned devices. If a device needs to be returned to Granite, we will process a Service Ticket in our MMS/TEM system and send an RMA Kit to the End User. The RMA Kit will include the Carrier Return Label and Return Instructions. If the device is at our Mobile Depot, the Shipping Team will get a Service Ticket that includes the Carrier Return Label and ship the device to the Carrier. All of this is documented in the system in our Service Tracker ticketing system, and the mobile asset will be updated to reflect the change.

Describe supplier's ability to meet service and warranty needs. Proposal should address life expectancy of equipment under normal use; applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period; availability of replacement parts; and detailed information as to proposed return policy on all equipment.

Granite honors the proposed hardware's manufacturer's warranties meaning that should customers encounter an issue with any hardware, Granite will exchange it at absolutely no cost. Once paid off and no longer under contract, the devices will fall under the ownership of the customer. Granite will happily replace any handset for a discounted cost with receipt of the broken hardware. Please see Granite's General Terms and Conditions of Service for more information.

For services, Granite warrants that any Services will be performed in a professional manner pursuant to generally accepted industry standards and practices for similar Services. Granite's service-level commitments vary by service and are available at www.granitenet.com/legal.

The supplier shall provide timely and accurate technical advice and sales support. The supplier shall respond to such requests within one (1) working day after receipt of the request. Describe supplier's customer service/problem resolution process and ability to meet the one working day response time. Include hours of operation, number of services, etc.

Upon award of business, Granite assigns a complete premier account team. This team consists of a dedicated Premier Account Manager, Project Manager, MAC Manager, Billing Analyst, and a Solutions Engineer. The Premier Account Manager, as the single point of contact for all support issues, allows a level of responsiveness for account management that is unsurpassed in the industry. All move orders, add orders, and change orders are placed immediately. The Premier Account Team directly, via electronic interfaces, coordinates managed installation of new facilities with underlying providers.

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These processes are further streamlined as Region 14 ESC can place orders via e-mail or via phone with its assigned Premier Account Manager. Information is updated live via Granite's secure website for Region 14 ESC's review. The Premier Account Manager will provide a weekly or "as needed" review with Region 14 ESC. Reporting on many aspects of Region 14 ESC's network is in real-time and the timely delivery of on-demand reporting gives Region 14 ESC network controls previously unattainable.

Granite will coordinate resolution efforts among all necessary parties and underlying third-party carriers for issues related to Granite-provided services or equipment. Granite representatives will follow the trouble ticket procedure and follow up with appropriate underlying carriers as needed to resolve problems to Region 14 ESC's satisfaction. Service levels, including the dispatch and response times of technical support and problem management personnel for repair, will be identical to the underlying carrier's Service Level Agreements, but will be heavily influenced (to Region 14 ESC's benefit) by Granite's escalation skills within that carrier's organization and this method usually results in faster completion and response times. Post resolution, Granite can also provide root cause analysis reports upon request.

Most Granite offices follow office hours between 8AM-5PM, in their local time zones, however Granite is staffed 24/7. Granite has dedicated teams for every deliverable telecommunication solution contains from specialized and general billing departments, service transition department, to public-sector focused engineers and service provisioners. Granite also provides industry-leading customer support, including its established single point of contact "Premier" program management model and Helpdesk, in addition to our trained in-house customer service team that is available 24/7/365.

Describe supplier's contract implementation/customer transition plan.

Granite has extensive experience with the transition and implementation of telecommunications services for federal, state, and local government agencies, as well as corporate customers, of all sizes throughout our footprint. The keys to a successful transition are careful planning, ongoing communications, and accurate documentation to capture customer requirements precisely.

For Region 14 ESC Customers, the transition will require a structured implementation process, detailed cutover testing, and careful coordination of transition activities among all parties involved – Granite, Region 14 ESC Customers, the current service providers and phone system or other vendors – to ensure timely transition with no interruption of service.

Granite is committed to continuous quality and customer satisfaction and as is done routinely with its commercial customer base, Granite values customer input and will assess, track, and report any issues highlighted by the customer during the performance of the contract. Upon identification of issues, Granite will design and implement a Corrective Action Plan (CAP) that will be monitored and reported monthly. Granite's reports and quality metrics are available to view and download from our Rock Reports web portal or can be included as a deliverable under the contract. A performance scorecard format can be designed cooperatively at the program kick-off meeting between Granite and Region 14 ESC Customers.

Granite developed, owns, and operates a customer support system called Rock Reports. This proprietary portal is specifically designed to be user-friendly with our customers'

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needs in mind. The Rock Reports dashboard helps you see your most important data upfront while also allowing you to easily navigate to other valuable features, such as:

- [redacted]
- [redacted]
- [redacted]

Describe the financial condition of supplier.

Granite is a privately held company with no outside investors and is cash-flow positive. Our philosophy is to use our resources towards proactively enhancing our customer's experience and allowing that commitment to incentivize our potential future partnerships. These benefits include our ability to increase resources into developing customized billing solutions and superior customer service support by Granite recruited, trained professionals.

Provide a website link to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.

Granite offers our customers an online account management and billing that can analyze billing data, interface dashboards and tools for reporting. Region 14 ESC will be able to use Rock Reports to run a variety of standard reports, [redacted]. Granite provides unlimited, free-of-charge access to Rock Reports, which may be accessed 24/7/365 through Granite's website. In addition to a highly customizable home page that can be configured to show Region 14 ESC commonly referenced information, Rock Reports also has several other tabs that can be used to look up [redacted] Reporting capabilities through this portal (as well as all other functionalities involving Rock Reports) will be provided to Community Action completely free of charge.

Granite's advanced billing options are one of several benefits which are available to Region 14 ESC. By consolidating services at various locations onto Granite's single account management and billing platform, Region 14 ESC will experience substantially greater invoicing efficiency. Region 14 ESC will have options which include receiving one consolidated bill for all services and dispersing the invoices among individual locations, subsidiaries, regions, or facilities. Central locations may receive a detailed or summary bill for payment or information purposes. Likewise, individual locations may also receive either detailed or summary bills for payment or information purposes. Granite's bills are itemized and detailed, so there are no unexpected charges. Bills present all charges in a clear and concise manner. Granite can also offer bills in a variety of formats, e.g., paper, online, e-mail, whichever is most convenient for Region 14 ESC. Granite's billing platform has been developed such that it has the capability to interact with EDI software.

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Rock Reports can create the following list of reports:

- [redacted]

Additionally, upon first logging into Rock Reports, the Dashboard appears. This gives Region 14 ESC immediate access to our most widely used reports:

- [redacted]

Region 14 ESC is encouraged to view Granite Rock Reports portal.

Describe the supplier's safety record.

Granite has a network of experienced technicians and a system of tracking their performance in order to ensure that each experience with dispatch meets and exceeds our customers' expectations. Upon report of an incident, Granite will conduct a review and report the incident internally to ensure that appropriate measures are taken to avoid further issue and to remedy the reported incident.

Describe technology used to support the contract.

Granite offers our customers an online account management and billing that can analyze billing data, interface dashboards and tools for reporting. Region 14 ESC Customers will be able to use Rock Reports to run a variety of standard reports, e.g., [redacted]. Granite provides unlimited, free-of-charge access to Rock Reports, which may be accessed 24/7/365 through Granite's website. In addition to a highly customizable home page that can be configured to show Region 14 ESC Customers commonly referenced information, Rock Reports also has several other tabs that can be used to look up billing, inventory, repair, service, and network health information. Reporting capabilities through this

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portal (as well as all other functionalities involving Rock Reports) will be provided to Community Action completely free of charge.

Granite's advanced billing options are one of several benefits which are available to Region 14 ESC Customers. By consolidating services at various locations onto Granite's single account management and billing platform, Region 14 ESC Customers will experience substantially greater invoicing efficiency. Region 14 ESC Customers will have options which include receiving one consolidated bill for all services and dispersing the invoices among individual locations, subsidiaries, regions, or facilities. Central locations may receive a detailed or summary bill for payment or information purposes. Likewise, individual locations may also receive either detailed or summary bills for payment or information purposes. Granite's bills are itemized and detailed, so there are no unexpected charges. Bills present all charges in a clear and concise manner. Granite can also offer bills in a variety of formats, e.g., paper, online, e-mail, whichever is most convenient for Region 14 ESC Customers. Granite's billing platform has been developed such that it has the capability to interact with EDI software.

Rock Reports can create the following list of reports:

- Custom Electronic Invoice (this is designed according to the specifications [redacted]

Additionally, upon first logging into Rock Reports, the Dashboard appears. This gives Region 14 ESC Customers immediate access to our most widely used reports:

- [redacted]

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Provide any additional information relevant to this section.

By combining Granite's expertise, OMNIA Partners' purchasing power, and customers' needs for a flexible and cost-effective telecom solution, the partnership between Granite and OMNIA Partners has become a successful business model. The flexibility in contracting, rapid implementation, and substantial savings showcase the potential for businesses to navigate the complex telecom landscape efficiently and successfully. Granite helps businesses simplify sourcing and management of local and long-distance phone services with one point of contact and one invoice for all their office locations nationwide.

Granite excels at providing unified services to dispersed enterprises across the United States. Region 14 ESC will receive a service provider who is well versed in providing telecommunication services to cost-conscious organizations who want to deliver innovative solutions to their customers. For example, when T-Mobile wanted to distinguish their network as the fastest in the nation, they tapped Granite to provide high-speed Internet access in all their stores. T-Mobile was very happy with Granite's enterprise-wide single bill and appreciated our U.S. based customer service representatives and technicians.

For more information, visit Granite's Homepage.

3.1 Exhibit A – Response for National Cooperative Contract

Section 3 - Supplier Response

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

Granite Telecommunications (hereafter "Granite") started in 2002 as a Plain Old Telephone Service (POTS) reseller. As the telecommunications market has shifted and changed over the years, Granite has evolved to meet each new market demand. Granite's successes with POTS lines enabled the partnerships and technology necessary for Granite to offer a variety of contemporary products (e.g., cloud and data services). We now provide our customers with access to our private Multiprotocol Label Switching (MPLS) network and the newest SD-WAN technologies. Our focus today is to bring its existing customers and partners into the next generation by acting as a single source provider for all commercial and government voice and data needs, offering legacy services, IP based services, data services, and network integration services. Granite's services include the following:

- IP Voice & Data, including MPLS, SIP, & Hosted PBX
- Dedicated Internet & Broadband Services
- Business Security
- Network Integration
- Wireless Voice & Data
- Managed Services, including Wi-Fi
- Local & Long Distance

Granite has grown every year, winning business away from the larger, incumbent carriers because we know that one-size-fits-all is not an approach that works for communications.

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The company has an annual revenue of more than $1.85 Billion and over 2,000 employees. Our teammates will work with the Region 14 ESC to design and deploy a communication platform that will meet its unique needs and requirements. Granite is electronically bonded to the systems of all major Regional Bell Operating Companies (RBOCs), Incumbent Local Exchange Carriers (ILECs), CLECs, and cable and satellite companies worldwide.

Granite is built on our reputation for delivering the products and services our customers need on time and on budget. We understand that our customers now have more choices than ever when selecting service providers. Accordingly, we strive to consistently meet our customers' needs to act as a single provider for all telecommunications needs. It is Granite's goal to provide first-class service so that each of every single one of our customers is given the true level of service they deserve.

Standing amongst AT&T, Verizon, and other carriers, Granite has been granted the opportunity by the United States General Services Administration (GSA) to provide communications services to the US Government. Since then, we have offered a broad portfolio of communications services through this contract, from analog voice to hosted voice and collaboration tools. Granite has experience providing solutions to municipalities, government agencies, and educational institutions.

B. Total number and location of salespersons employed by Supplier.

Granite has more than 2,500 employees with 10 offices nationwide.

C. Number and location of support centers (if applicable) and location of corporate office.

Granite's corporate office is located in Quincy, MA. Additional support centers are in Lincoln, RI; West Palm Beach, FL; McLean, VA; New York, NY; Philadelphia, PA; Atlanta, GA; Dallas, TX; Orlando, FL; Murfreesboro, TN; and Chicago, IL.

D. Annual sales for the three previous fiscal years.

a. Submit FEIN and Dunn & Bradstreet report.

Granite is able to maintain its status over the years as a privately held, zero-debt, zero-acquisition firm with currently over $1.85B in annualized revenue, surpassing the $1.7B in 2022 and &1.6B in 2021. Granite will provide its FEIN (04-3643290) and has provided its Dunn & Bradstreet report in **Section 6.5**.

E. Describe any green or environmental initiatives or policies.

In our continued effort toward good corporate citizenship, Granite is committed to evaluating all business practices in search of ways to meaningfully reduce our consumption of energy and other valuable natural resources.

The teamwork and dedication of Granite's employees have always been the Company's most valuable natural resource. With Granite Goes Green ("G3"), Granite is committed to harnessing the power of all of us to help make our Company and the world a better, greener place. Our mission is to meaningfully reduce Granite's consumption of energy and natural resources through the implementation of the most environmentally friendly business practices available.

Granite's positive environmental impact stems from the encouragement of carpooling with dedicated "Greening Spots" available only to vehicles with two or more commuters, hybrid car parking, and our T-Pass program that allows employees to save taxes on the

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cost of commuting as well as help the environment. If awarded, Granite will make every best effort to report on requested environmental practices.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Granite makes every effort to promote a diverse workplace. Through company initiatives like WE CAN, Granite Rock Out, and CANDID, Granite strives to celebrate the valuable differences of race, gender, and orientation in our employees. WE CAN (Women Empowered through Collaboration, Appreciation, and Networking) recently raised awareness for domestic violence warning signs while Granite Rock Out provided transportation to the Pride parade. CANDID (Community Awareness Networking Diversity Inclusion Development) hosts bi-weekly meetings to spread the importance of representation in our communities. Our organizations take pride in community outreach in addition to their activities within the company. If awarded, Granite will make every best effort to report on requested diversity initiatives.

Granite's demographics include women filling a quarter of our positions, for both employees and management. Granite is headquartered in Quincy, MA, a city with 63% Caucasian, 5% African American, 3% Hispanic, and 28% Asian population. The city's racial demographics are close to Granite's employee demographics.

Granite Telecommunications, being a Competitive Local Exchange Carrier (CLEC), is obligated to utilize our [redacted]. The underlying carrier will utilize existing staff to complete any wiring, installation, or activation labor necessary. As such there are no additional opportunities to hire any individuals of any kind. In the event a subcontractor is required for installation, repairs, or otherwise during the life of the contract, Granite will consider MBE enterprises first.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

Yes No **X**

If yes, list certifying agency: _____n/a_____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Yes No **X**

If yes, list certifying agency: _____n/a_____

c. Historically Underutilized Business (HUB)

Yes No **X**

If yes, list certifying agency: _____n/a_____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

Yes No **X**

If yes, list certifying agency: _____n/a_____

e. Other recognized diversity certificate holder

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Yes No **X**

If yes, list certifying agency: _____n/a_____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

Granite does not intend to use any subcontractors or affiliates when providing our proposed services. In the event a subcontractor is required for installation, repairs, or otherwise during the life of the contract, Granite will consider MBE enterprises first.

I. Describe how supplier differentiates itself from its competitors.

Granite, a Competitive Local Exchange Carrier (CLEC), provides enterprise-wide telecommunications solutions using an industry-leading support platform, a single, customizable invoice, and a well-established customer service team, which includes a single point of contact and a dedicated Premier Manager (PM).

Granite provides telecommunications services, including voice services (POTS and ISDN PRI), VoIP services (Hosted Voice, Hosted PBX, SIP Trunking, and EPRI), Broadband (DSL, Cable Modem, Satellite, and Mobility), managed services (such as WiFi, Firewall, Switch, Router/Router and VPN, and SD WAN), Dish television, and Cellular. Granite can provide dedicated Internet (T1, EoC, FE, GE), long distance (both switched and dedicated), inside wiring, alarm and other related services to multi-location commercial businesses and Government agencies. Granite is licensed to provide telephone services for all CONUS locations, Hawaii, Alaska, and Canada.

Our unmatched partnerships with the CLECs and ILECs, and satellite and cable providers, allow us to provide our customers with immediate and accurate responses to all issues or questions. At Granite, your account will be assigned to a Premier Account Manager who will be your single-point-of-contact for all your account needs. Your Premier contact can assist with the troubleshooting and resolution of technical issues, purchasing, billing, delivery, and any other issues that may arise. Our U.S.-based help personnel ensure a timely resolution, answering every call within an average of eight seconds.

Granite also provides our customers with a tool for managing their accounts known as *Rock Reports*. *Rock Reports* is a web-based tool available through Granite's online portal for [redacted] with drill-down technology allowing for a granular view into your unique environment.

Because Granite is electronically bonded to all the major underlying carriers, our computer systems tie directly into the carrier's system to automate high-volume transactions, resulting in faster, more accurate ordering and trouble reports. This Granite network consolidation and efficiencies are passed on to our customers by way of cost savings, automated ordering, and improved trouble reporting to speed service restoration.

Perhaps most importantly are our flexible billing options, setting Granite apart from our competition through our consolidated single solution. Granite consolidates multiple vendor invoices into a single bill at the corporate (parent) level or can bill separately by individual location, department, and general ledger/cost center code (child) level,

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allowing for easy integration into a customer payment system. The billing can integrate directly with an existing EDI software program.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Granite has been involved in a number of actions during its time of operations; of a number and nature consistent with a company of its age (approx. 21 years), size (approx. 2,500 employees) and scope (providing services to 10,000+ enterprises throughout the US and Canada). All such actions have been civil in nature and in no such action was Granite found responsible. None of the actions impacted, or risks impacting, Granite's ability to provide service to our customers. Additionally, there have been no bankruptcies, reorganizations, or investigations of the entity or current officers and directors.

K. Felony Conviction Notice: Indicate if the supplier

a.is a publicly held corporation and this reporting requirement is not applicable;

b.is not owned or operated by anyone who has been convicted of a felony; or

c.is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

Granite is not owned or operated by anyone who has been convicted of a felony.

L. Describe any debarment or suspension actions taken against supplier

Granite has been involved in a number of actions during its time of operations; of a number and nature consistent with a company of its age (approx. 21 years), size (approx. 2,500 employees) and scope (providing services to 10,000+ enterprises throughout the US and Canada). All such actions have been civil in nature and in no such action was Granite found responsible. None of the actions impacted, or risks impacting, Granite's ability to provide service to our customers. Additionally, there have been no bankruptcies, reorganizations, or investigations of the entity or current officers and directors.

3.2 Distribution, Logistics

A. Each supplier awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Granite has included a full detailed list of all proposed services in **Attachment A - Region 14 Contract Price List**. Below is an overview of the line of products Granite is proposing:

Granite provides telecommunications services, including voice services (POTS and ISDN PRI), VoIP services (Hosted Voice, Hosted PBX, SIP Trunking, and EPRI), Broadband (DSL, Cable Modem, Satellite, and Mobility), managed services (such as WiFi, Firewall, Switch, Router/Router and VPN, and SD WAN), Edgeboot, EPIK, and Cellular. Granite can provide dedicated Internet (T1, EoC, FE, GE), long distance (both switched and dedicated), inside wiring, alarm and other related services to multi-location commercial businesses and Government agencies. Granite is licensed to provide telephone services for all CONUS locations, Hawaii, Alaska and Canada.

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Granite continues to grow and expand into new products offerings and markets that provide more value to our clients, as such, Granite will make updates to its price list.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

With its nationwide service area and extensive experience implementing service solutions in a variety of industry applications, Granite is well-positioned to provide a host of telecommunications solutions. Granite will deliver the requested services through its [redacted] and capable of delivering multiple solution types at a moment's notice. Whether it's replacing a faulty router from a manufacturer, or delivering a pre-configured cloud-enabled SD-WAN solution to a customer, Granite Distribution is ready to meet the call.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

To ensure that customers can verify they receive the best Contract price available, Granite will deliver the same rates as those currently offered by Granite on the General Services Administration, Multiple Award Schedule (Contract Number: GS-35F-208BA), as well as the similar rates as those currently offered by Granite on the OMNIA Partners, Public Sector Contracts (Contract Numbers: R200901 and 01-99).

Granite has implemented controls and checkpoints throughout the quoting and ordering lifecycle, to ensure that our customers receive compliant contract pricing:

1. **Contract Award**
   - [redacted]
2. **Quoting**
   - [redacted]

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[redacted]

3. **Order Receipt**
   - When orders are received, they are entered into a ticketing system and [redacted]

All quoting, ordering and billing under the OMNIA Partners and Region 14 ESC agreement will occur directly between Granite and the customer, ensuring that any quotes issued under this contract will be vetted through the above process.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

With its nationwide service area and extensive experience implementing service solutions in a variety of industry applications, Granite is well-positioned to provide a host of telecommunications solutions through its [redacted]

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Granites nationwide distribution network model is based out Quincy, MA and capable of delivering multiple solution types at a moment's notice. Whether it's replacing a faulty router from a manufacturer, or delivering a pre-configured cloud-enabled SD-WAN solution to a customer, Granite Distribution will be ready to meet the call

3.3 Marketing and Sales

A. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.

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Granite requests that its client references in **Section 4 – References and Experience** not be available on the website as we value keeping our customer information confidential

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

Within the first 90 days of the award, Granite will execute a comprehensive marketing strategy in collaboration with OMNIA Partners to best suit the intent of Region 14 ESC's contract. To help proactively ensure this strategy is achieved, Granite has already gained stakeholder buy-in from its entire C-Suite, to include its CEO, Rob Hale.

To assist the Sales and RDM team in driving results, Granite will help produce training artifacts during these first ninety days to ensure that all materials are developed and will additionally serve as the communication entity between necessary stakeholders and Region 14 ESC and OMNIA Partners during development. The following table demonstrates Granite's 30, 60, and 90-day marketing strategy for Region ESC 14 and OMNIA Partners:

Granite Collaborative Marketing Strategy for Region ESC 4 and OMNIA Partners		
Granite's 30-Day Achievements:	Granite's 60-Day Achievements:	Granite's 90-Day Achievements:
• [redacted]	[redacted]	[redacted]
		g to Sales and RDM

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[redacted]		[redacted]

C. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications

ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- ***OMNIA Partners standard logo;***
- ***Copy of original Request for Proposal;***
- ***Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;***

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- ***Summary of Products and pricing;***
- ***Marketing Materials***
- ***Electronic link to OMNIA Partners' website including the online registration page;***
- ***A dedicated toll-free number and email address for OMNIA Partners***

Within the first 90 days of the award, Granite will execute a comprehensive marketing strategy in collaboration with OMNIA Partners to best suit the intent of Region 14 ESC's contract. To help proactively ensure this strategy is achieved, Granite has already gained stakeholder buy-in from its entire C-Suite, to include its CEO, Rob Hale.

To assist the Sales and RDM team in driving results, Granite will help produce training artifacts during these first ninety days to ensure that all materials are developed and will additionally serve as the communication entity between necessary stakeholders and Region 14 ESC and OMNIA Partners during development. The following table demonstrates Granite's 30, 60, and 90-day marketing strategy for Region ESC 14 and OMNIA Partners:

Granite Collaborative Marketing Strategy for Region ESC 4 and OMNIA Partners		
Granite's 30-Day Achievements:	Granite's 60-Day Achievements:	Granite's 90-Day Achievements:
[redacted]	[redacted]	[redacted]

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		[redacted]

Granite has numerous regional sales offices with state government focused sales staff dedicated to various territories. The staff in our sales offices includes Business Development Representatives, Sales Engineers, and Network Techs. Our sales team is focused primarily on customer outreach and looks to leverage our established cooperative purchasing contracts to assist all eligible users. Additionally, Granite Business Development Representatives regularly attend trade conventions where we promote our ability to deliver service through said service agreements using our marketing materials and word-of-mouth. Granite's presence nationwide is continuing to grow through brand awareness at conferences and exhibitions. Granite currently exhibits to over 40 shows throughout the US, across all verticals including the public sector. At tradeshows, Granite considers involvement with sponsorships, panels, and co-branded events. Granite's sales teams are ready to establish new relationships while nurturing their existing clients through print and digital media as well. For Granite's existing contracts, we [redacted]

Additionally, Granite can easily set up a web-based homepage by establishing and maintaining a dedicated contract page on its website, specific to the services awarded under the Contract to support eligible customers.

This site will be developed and published within 90 days of the contract effective date, and will include information such as:

- The contract title, number, and period of performance
- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners
- Point of contact information for:
    - Quoting and ordering
    - Contractual questions
    - Customer service

D. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional

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and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Granite will continue to market to the full extent allowable by Region 14 ESC including but not limited to website, email, and marketing materials (brochures, hand-outs, flyers, etc.). Please see list of current national cooperative contracts below:

- [redacted]

E. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

Granite agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

F. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency

ii. Best government pricing

iii. No cost to participate

iv. Non-exclusive

Granite confirms that it will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners.

G. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

i. Key features of Master Agreement

ii. Working knowledge of the solicitation process

iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners

iv. Knowledge of benefits of the use of cooperative contracts

Granite confirms that it will train its national sales force on the Master Agreement. Granite has approximately 29 sales representatives dedicated to working with State, Local, and Education (SLED) customers. OMNIA Partners will have this team focused on assisting customers and ensuring that this contract is offered as a purchasing path for eligible users whenever possible.

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The following resources will be made available to educate this sales team on using and promoting the contract:

1. Internal Reference Materials:

Granite creates and maintains [redacted] pository where they will be constantly available to Granite's sales and operations teams.

2. On-Call Support and Guidance from Granite's OMNIA Contract Specialist:

As a standard practice, Granite assigns a dedicated Contract Specialist upon award to support contract administration, as well as sales and ordering activities. Granite's Contract Specialists are trained in state and local purchasing practices, and thoroughly versed in the sales, quoting and ordering processes of their assigned contracts.

Granite's assigned Contract Specialist for this agreement has 7+ years' experience in state and local procurement and manages all of Granite's nationwide cooperative purchasing vehicles (including Granite's existing OMNIA Partners contracts). This Contract Specialist will be available to consult with sales team members as needed to facilitate deals and successfully drive business through our contract.

H. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support
ii. Marketing
iii. Sales
iv. Sales Support
v. Financial Reporting
vi. Accounts Payable
vii. Contracts

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[redacted]

I. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Granite has dedicated sales and account managers broken out by varying distinctions, usually by region and industry type. This means that each customer gets the expertise of our sales professionals through knowledge of industry/regional trends. Granite uses its Premier Account Manager as the focal point for coordination and collaboration for its service force. Utilizing teams dedicated to each need within a service. The Premier Account Manager who is assigned to an order is able to consolidate resources/information from these internal teams interacting with underlying carriers/providers. We have 29 representatives focusing on SLED, divided into:

- 16 Business Development (focused on winning new prospects)
- 13 Relationship Development (focused on growing existing customers)

Granite's highest-level executive in charge of the public sector sales team is Greg Giambalvo, GGiambalvo@granitenet.com, 561-868-8114.

J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

Granite is prepared to serve all participating entities for services proposed and described in its response. Granite is a registered provider in all 50 united states and files all required tax filings.

Granite has numerous regional sales offices with state government focused sales staff dedicated to various territories. The staff in our sales offices includes Business Development Representatives, Sales Engineers, and Network Techs. Our sales team is focused primarily on customer outreach and looks to leverage our established cooperative purchasing contracts to assist all eligible users. Additionally, Granite Business Development Representatives regularly attend trade conventions where we promote our ability to deliver service through said service agreements using our marketing materials and word-of-mouth. Granite's presence nationwide is continuing to grow through brand awareness at conferences and exhibitions. Granite currently exhibits over 40 shows

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throughout the US, across all verticals including the public sector. At tradeshows, Granite considers involvement with sponsorships, panels, and co-branded events. Granite's sales teams are ready to establish new relationships while nurturing their existing clients through print and digital media as well.

Granite's Contracts team enters the order and account details into the appropriate trackers so that the order is tracked and reported against the applicable contract then the Client Services team will request a Special Pricing summary from the Pricing Analyst that prepared the quote and use the Special Pricing summary to ensure billing is set up correctly. The Client Services team will then work with the customer point of contact to provide order updates and coordinate any tech dispatches or additional support measures necessary to ensure a smooth rollout. Granite is electronically bonded with its carrier partners, therefore not involvement from other parties is necessary. All ordering is accomplished by Granite.

K. State the amount of Supplier's Public Agency sales for the previous fiscal year.

Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Granite would also gladly provide its previous fiscal year sales, public agency reported sales, top ten public agency customers and other related information, upon contract award and after executing a mutual non-disclosure agreement.

L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Granite offers our customers an online account management and billing that can analyze billing data, interface dashboards and tools for reporting. Region 14 ESC will be able to use Rock Reports to run a variety of standard reports, [redacted] Granite provides unlimited, free-of-charge access to Rock Reports, which may be accessed 24/7/365 through Granite's website. In addition to a highly customizable home page that can be configured to show Region 14 ESC commonly referenced information, Rock Reports also has several other tabs that can be used to look up billing, inventory, repair, service, and network health information. Reporting capabilities through this portal (as well as all other functionalities involving Rock Reports) will be provided to Community Action completely free of charge.

[redacted]

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Granite, Microsoft and MetaSwitch have formally entered an agreement for Teams Integration, testing and certification is underway, we are just finishing up these steps in the formal process. Granite's application provides Outlook and CRM/productivity integration, click to dial from outlook, and access to incoming calls, contacts, and the option for one click integration with CRM tools, such as SalesForce

M. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").
$_____.00 in year one
$_____.00 in year two
$_____.00 in year three
To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

It is not Granite's approved business practice to guarantee sales (either in quantity or dollar value) across any purchasing agreement. Granite will guarantee however that no minimum purchase be required by agencies, nor a maximum threshold be applied. Granite acknowledges that to the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales

N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

Granite will work with Region 14 ESC and OMNIA to ensure that its agreement represents the best possible value to the Public Sector and is also willing to provide competitive quotes upon request to achieve lower than ceiling rates, whether an official RFP is issued by an agency or not. Granite's dedicated government team consists of over a century's worth of Government contracting, sales, engineering, and project management

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experience and will ensure Public Agencies are treated with the care and attention they deserve—from quote, to provisioning, to install.

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3.2 EXHIBIT F – FEDERAL FUNDS CERTIFICATIONS

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;
(ii) A subsidy;
(iii) A loan;
(iv) A loan guarantee; or
(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

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Appendix B – OMNIA Partners Exhibits

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
(b) Is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Supplier shall not complete the representation at paragraph (d)(1) of this provision if the Supplier has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Supplier Representations and Certifications-Commercial Items. The Supplier shall not complete the representation in paragraph (d)(2) of this provision if the Supplier has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

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Appendix B – OMNIA Partners Exhibits

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Supplier shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Supplier represents that—

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Supplier shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Supplier responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Supplier represents that—

It □ does, □ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Supplier shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Supplier responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Supplier has responded "will" in the representation in paragraph (d)(1) of this provision, the Supplier shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Supplier has responded "does" in the representation in paragraph (d)(2) of this provision, the Supplier shall provide the following information as part of the offer:

(i) For covered equipment—

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(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

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Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

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APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does supplier agree? YES MG Initials of Authorized Representative of supplier

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Supplier as detailed in the terms of the contract.

Does supplier agree? YES MG Initials of Authorized Representative of supplier

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 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 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does supplier agree to abide by the above? YES MG Initials of Authorized Representative of supplier

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

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, supplier will be in compliance with all applicable Davis-Bacon Act provisions.

Does supplier agree? YES MG Initials of Authorized Representative of

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(E) 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 CFR Part 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.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, supplier certifies that supplier will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does supplier agree? YES MG Initials of Authorized Representative of supplier

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §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 CFR Part 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.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the supplier certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the supplier agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does supplier agree? YES MG Initials of Authorized Representative of supplier

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires 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)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Supplier also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the supplier certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the supplier agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does supplier agree? YES MG Initials of Authorized Representative of supplier

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 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 Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that

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Implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 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.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the supplier certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the supplier certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the supplier or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the supplier will notify the Participating Agency.

Does supplier agree? YES MG Initials of Authorized Representative of supplier

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier must also 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.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the supplier certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the supplier certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Does supplier agree? YES MG Initials of Authorized Representative of supplier

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, supplier

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certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The supplier further certifies that supplier will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does supplier agree? YES MG Initials of Authorized Representative of supplier

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, supplier certifies that it will 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does supplier agree? YES MG Initials of Authorized Representative of supplier

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, supplier certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

(1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

(2) A bidder or supplier must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK

CERTIFICATE OF COMPLIANCE
(select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.
Check for YES: ☑

OR

Certificate of Non-Compliance with 49 USC §5323(j)

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The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.
Check for YES: ☑

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

Does supplier agree? YES MG Initials of Authorized Representative of supplier

Supplier's Name: Granite Telecommunications LLC
Address, City, State, and Zip Code: 100 Newport Ave. Ext., Quincy, MA 02171
Phone Number: 866-847-5500
Fax Number:

Printed Name and Title of Authorized Representative: Michael Galvin, CAO
Email Address: GovtProposals@granitenet.com
Signature of Authorized Representative:
Date: 4/4/2024

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Supplier agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of supplier that are pertinent to supplier's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to supplier's personnel for the purpose of interview and discussion relating to such documents.

Does supplier agree? YES MG Initials of Authorized Representative of supplier

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Supplier agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does supplier agree? YES MG Initials of Authorized Representative of supplier

COMMUNITY DEVELOPMENT BLOCK GRANTS

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Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Supplier shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Supplier shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does supplier agree? YES MG Initials of Authorized Representative of supplier

Supplier agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that supplier certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Supplier's Name: Granite Telecommunications, LLC

Address, City, State, and Zip Code: 100 Newport Ave. Ext., Quincy, MA 02171

Phone Number: 866-847-5500 Fax Number:

Printed Name and Title of Authorized Representative: Michael Galvin, CAO

Email Address: Govtproposals@granitenet.com

Signature of Authorized Representative: Date: 4/4/2024

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FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

"Contract" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

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2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:
a. Equal opportunity and nondiscrimination laws
b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

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This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations
For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 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 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 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. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

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ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to

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which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-

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3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for

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termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, 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. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements*. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in suchworkweek.

(2) *Violation; liability for unpaid wages; liquidated damages*. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of
$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages*. The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any

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moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT ORAGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity 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 non- Federal entity must comply with the requirements of 37 C.F.R. Part 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 FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROLACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of

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amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties

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that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

i. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

ii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.
2. The contract requires the approval of FEMA, regardless of amount.
3. The contract is for federally-required audit services.
4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies

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available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also 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 Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier shall also 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 recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Granite Telecommunications, LLC certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Michael Galvin, CAO

Name and Title of Contractor's Authorized Official

4/4/2024

Date

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11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds
$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Suggested Language.

I. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

II. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

III. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. ACCESS TO RECORDS

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must

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acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

I. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

II. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

III. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

Iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

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16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or

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certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Supplier agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Supplier's Name: Granite Telecommunications, LLC

Address, City, State, and Zip Code: 100 Newport Ave. Ext., Quincy, MA 02171

Phone Number: 866-847-5500 Fax Number: _____

Printed Name and Title of Authorized Representative: Michael Galvin, CAO

Email Address: Govtproposals@granitenet.com

Signature of Authorized Representative: _____

Date: 4/4/2024

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3.3 EXHIBIT G – NEW JERSEY BUSINESS COMPLIANCE

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Exhibit G
New Jersey Business Compliance

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All suppliers submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the supplier's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Disclosure of Investment Activities in Iran, Russia and Belarus
DOC #7	New Jersey Business Registration Certificate
DOC #8	EEOAA Evidence
DOC #9	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

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DOC #1

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Granite Telecommunications, LLC.

Organization Address: 100 Newport Ave Ext. Quincy, MA, 02171

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☒ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☑ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Robert Hale, Jr.	Hingham, MA

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Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***Region 14 ESC*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***District*** to notify the ***District*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the District to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Michael Galvin	Title:	Chief Administrative Officer
Signature:		Date:	4/4/24

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DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	**NON-COLLUSION AFFIDAVIT**
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

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NON-COLLUSION AFFIDAVIT

State of ~~New Jersey~~ MA
County of Norfolk ss:

I, Michael Galvin (name of affiant) residing in _____ (name of municipality)
in the County of _____ and State of Massachussetts of full age, being duly sworn according to law on my oath depose and say that:

I am Chief Administrative Officer (title or position) of the firm of Granite Telecommunications, LLC. (name of firm)

_____ the bidder making this Proposal for the bid

entitled RFP 24-S866 (title of bid proposal), and that I executed the said proposal with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Region 14 ESC (name of contracting unit) relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Granite Telecommunications, LLC.

Subscribed and sworn to

before me this day

4th of April, 2024

Signature

Michael Galvin
(Type or print name of affiant under signature)

Notary public of

My Commission expires 11/24/2028

(Seal)

JOSEPH M. PARU
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
November 24, 2028

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DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Granite Telecommunications, LLC.

Street: 100 Newport Ave Ext

City, State, Zip Code: Quincy, MA, 02171

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

4/4/24

Date

Authorized Signature and Title

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DOC #3, continued

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

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DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

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Appendix B – OMNIA Partners Exhibits

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

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Appendix B – OMNIA Partners Exhibits

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Granite Telecommunications, LLC		
Address:	100 Newport Avenue Extension		
City:	Quincy	State: MA	Zip: 02171

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature | Michael Galvin (Printed Name) | Chief Administrative Officer (Title)

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$
None			

☐ Check here if the information is continued on subsequent page(s)

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Appendix B – OMNIA Partners Exhibits
DOC #4, continued

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

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Appendix B – OMNIA Partners Exhibits

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☑ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

N/A

Check the box that represents the type of business organization:

(LLC)

☑ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Home Address: N/A	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 4th day of April, 2024.

(Notary Public)

My Commission expires:

JOSEPH M. PARU
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
November 24, 2028

(Affiant)

Michael Galvin, CAO
(Print name & title of affiant)

(Corporate Seal)

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DOC #6

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN, RUSSIA AND BELARUS

N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1 any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran, Russia or Belarus. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/. Vendors/Bidders must review this list prior to completing the below certification. If the Qualified Purchasing Agent of the Atlantic County Utilities Authority finds a person or entity to be in violation of the law, he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

[1] I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), and N.J.S.A. 52:32-60.1 that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran, Russia or Belarus.

OR

[ ] I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____

Relationship to Vendor/ Bidder _____

Description of Activities _____

_____

_____

Duration of Engagement _____

Anticipated Cessation Date _____

Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the ACUA is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the ACUA to notify the Qualified Purchasing Agent in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the ACUA, I am permitting the ACUA to declare any contract(s) resulting from this certification void and unenforceable.

Michael Galvin
Printed Name of Authorized Agent

Signature of Authorized Agent

Chief Administrative Officer
Title

4/4/2024
Date

Granite Telecommunications, LLC
Company Name

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Appendix B – OMNIA Partners Exhibits

DOC #7

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Suppliers wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Supplier from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

Appendix B – OMNIA Partners Exhibits

DOC #4, continued

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

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3/1/2018 N.J. Department of Treasury - Division of Revenue, On-Line Inquiry

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	GRANITE TELECOMMUNICATIONS, LLC
Trade Name:	
Address:	100 NEWPORT AVENUE EXT QUINCY, MA 02171-1759
Certificate Number:	0150071
Effective Date:	May 16, 2002
Date of Issuance:	March 01, 2018

For Office Use Only:

20180301142459691

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Appendix B – OMNIA Partners Exhibits

DOC #8

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Michael Galvin Title: CAO

Signature: [signature] Date: 4/4/2024

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Appendix B – OMNIA Partners Exhibits

DOC #9

MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY

DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230

TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: 24-S866 **VENDOR/BIDDER:** Granite Telecommunications, LLC.

VENDOR'S/BIDDER'S REQUIREMENT TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

✓ The Vendor/Bidder has no business operations in Northern Ireland; or

OR

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Signature — Date: 4/4/24

Michael Galvin, Chief Administrative Officer
Print Name and Title

Version June 16, 2023

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4 SECTION 4 – REFERENCES AND EXPERIENCE

Provide a brief history of the supplier, including year it was established and corporate office location.

Granite excels at providing unified services to dispersed enterprises across the United States. Customers receive a service provider who is well versed in providing internet service to cost-conscious organizations who want to deliver innovative solutions to their customers.

Granite delivers advanced communications and technology solutions to both Public and Private Sectors throughout the United States and Canada. The $1.85 billion company serves more than two-thirds of Fortune 100 companies and has 1.75 million voice and data lines under management, supporting more than 700,000 locations. Founded in 2002, Granite has grown to be one of the largest competitive telecommunications carriers in the U.S. by simplifying sourcing and management of voice, data and cellular service with a single point of contact and consolidated invoicing for all locations nationwide.

Granite supports customers with a wide range of products and services, including supporting and transforming legacy voice environments into modern age services, internet access (DSL to big data pipes and 5G), UCaaS, mobile voice, cellular data and customized solutions to scale. Through its Network Operations Center, Granite provides managed service solutions for legacy line replacements (EPIK), SD-WAN, Smart PDUs, network monitoring and network management. Granite manages over 1.35 million phone lines and 115,000 data lines and has more than 2,250 employees with offices in Quincy, MA; Lincoln, RI; West Palm Beach, FL; McLean, VA; New York, NY; Philadelphia, PA; Atlanta, GA; Dallas, TX; Orlando, FL; Murfreesboro, TN; and Chicago, IL.

Granite provides superior customer support through our dedicated program management model, our Helpdesk, and our trained in-house customer service team available 24/7/365. Granite's "Premier" program management model has been a keystone commercial practice for over a decade and seamlessly fits the requirements and expectations of The Board. Granite's Premier program first analyzes a customer's unique needs and telecommunications solutions and then assign a dedicated Account Manager for the duration of the contract. Granite also provides transparent, proactive support rather than the reactive, out-of-touch support provided by most service providers.

Describe supplier's reputation in the marketplace.

Granite prides itself on customer service and experience which we measure with the Net Promoter Score to monitor on-going customer satisfaction. We use this metric as one of our main indicators of sufficient solution performance.

The Net Promoter Score ("NPS") is an index ranging from -100 to 100 that measures the willingness of customers to recommend a company's products or service to others. With an unprecedented average call answer time of less than eight (8) seconds, our Concierge Customer Care team in New England is what allows Granite to stand out with an industry-leading Net Promoter Score of 55. This measurement is tracked on a quarterly basis.

Granite is one of the premier telecommunications solutions providers for businesses across the United States and Canada. With unparalleled North American coverage, Granite is the leading corporate phone service provider to multi-location companies through our scalable solutions, customized to manage all your local, regional and national

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locations. Granite is one of the largest providers of communication services in the commercial sector serving 85 of the top Fortune 100® companies including considerable national entities such as Amazon, Apple and Walgreens among others. Granite is a true national network of phone and internet services whereas other large telecommunication companies principally operate on a regional basis. This national differentiator will be an important factor for federal agencies as it enables Granite to provide unmatched cost savings, improved connectivity and services and ease of convenience for government employees. Through long-term commercial wholesale contracts, Granite offers dial-tone, infrastructure solutions, advanced data services, broadband, and security services to our customers at significant savings. Enjoy on-line location pre-qualification, order entry, order tracking and revenue reporting along with premier account managers.

Describe supplier's reputation of products and services in the marketplace.

Granite is the recipient of many top awards that showcase a commitment to excellence in the industry amongst our peers, who many times are also Granite customers, Granite partners, and industry competition. Notable awards include the below but are not limited to:

- Verizon Top Honors | Most Innovative 2023
- Verizon Top Honors | Most Wireless Growth | 2022
- Internet Telephony SD-WAN Product of the Year | 2023
- TMC Internet Telephony Product of the Year for EPIK | 2023
- ChannelVision 2023 Visionary Spotlight, Top Innovation Award (FlexEdge)
- ChannelVision 2023 Innovation in Multilocation Business Technology Deployment
- Cradlepoint Partner of the Year | 2021, 2022, 2023
- Juniper 2022 Elevate Award
- Fortinet SD-WAN Partner of the Year | 2022
- Spectrum Spotlight Award Winner | 2022
- USPS Supplier Excellence Award Winner
- Walmart Vendor of the Year
- General Motors – Best in Class Global Telecom Supplier

Granite has relationships with over 200 providers in addition to providing its own network; yet, through a partnership spanning more than two decades, Granite has emerged as a leading partner for Verizon, leveraging its network to provide world-class voice, data and internet solutions to multifacility customers. Highlighting the success of this collaboration, Granite has been honored with the following awards:

- ***2022 Most Wireless Growth:*** As the frontrunner among Verizon Partner Solutions (VPS) partners in year-over-year expansion, Granite's prowess extends across Fixed Wireless Access (FWA), Machine-to-Machine (M2M), and Internet of Things (IoT) domains, reaffirming its leadership in business wireless solutions.
- ***2023 Most Innovative:*** This award recognizes Granite's continuous dedication to transforming the telecommunications landscape. Notable accomplishments include accelerating and driving FWA use cases to enhance unit growth in both 5G and 4G LTE, leading VPS partners in accelerating Ethernet, IDE, and FTTI growth, and maintaining unparalleled levels of service excellence. Granite's proprietary

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technologies, such as EPIK and FlexEdge, exemplify its commitment to pioneering advancements that redefine industry standards.

"These awards underscore the hard work, dedication, and innovative spirit of the entire Granite team. This recognition is testament to our commitment of delivering cutting-edge solutions that foster growth, enhance connectivity, and provide unparalleled value to our customers." – Rob Hale, Granite CEO

Describe the experience and qualification of key employees.

Since 2002, all of Granite's progress has been defined by listening to our customers. Our message and goals have been to give them the best customer experience and provide them with the tools needed to keep their business running with ease and peace of mind.

Today, with over 2,500 teammates, offices nationwide, customer service is the core of our operations. We bring a work ethic and tenacity that is unique. Our Granite teammates interact all day, every day, to our customers, listening to their needs and evaluating solutions.

With our leading managed services, Granite provides a fast, reliable network for any business or public agency. [redacted]

Granite's commitment to our clients goes beyond our culture, but also into the communities. Being active in the community is important, it is part of the fabric of our company. We are proud to acknowledge our teammates put their own time into volunteering and donating funds for local organizations and charities, donating over $220 million in the past seventeen years. In 2019, Granite was named the second most charitable company in Massachusetts by the Boston Business Journal.

Looking ahead, Granite will continue embracing our long-standing culture and philanthropy. And with expanded resources and more technology, Granite continues to focus ever more on our customer service and experience.

Executive Support - Greg Giambalvo, Vice President

- Greg has been with Granite since it's opened its doors in 2002, and with over twenty-five years of experience in telecommunications as a Salesperson, Business Developer, Manager, and Vice President, he has earned a reputation across the industry as a consummate professional who knows how to get the job done when it counts. As senior leadership in Granite, Greg oversees the entire West Palm Beach, FL Sales Office with a team of over 140 telecommunications experts, the lion share of those individuals directly involved with sales efforts.

Marketing - Lauren Grenier, Marketing Director

- Lauren started at Granite in 2015 as a Sales and Marketing Manager, Managing creative marketing and external communications for onsite trade show events, corporate parties, and sponsored events for channels, corporate and government teams. One of her initial tasks was to implement a sales action plan for agents to more easily join Granite's Channels program to help ramp up non-traditional revenue growth, which was a near-instant success. She was promoted to Marketing Director in 2018 and has since been instrumental and growing every aspect of Granites Commercial, SLED, and Federal Brand Awareness campaigns.

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Sales - Amy Cordes, Regional Vice President

- Amy has been with Granite for almost a decade and reports directly to Greg Giambalvo out of the West Palm Beach office. Amy started in Sales at Granite on the commercial side, where she quickly made a name as an all-star team member, with one of the fastest book of growths in her market. She was recruited internally at Granite to assist with the State, Local and Education market with a small team supporting her, where again, she was able to post record numbers during Granite's mobility offering rollout. In 2018, Amy was tapped to help stand up the Granite Federal Business Development team as Business Development Lead for DoD. After the successful standup of Granite Government Solutions, Amy was again promoted at Granite to Regional Vice President, where she now reports directly to Greg Giambalvo and assists in guiding the success of the West Palm Beach sales team.

Financial Reporting – Anastasia Foerschner, Government Contracts SLED Team Lead

- Anastasia is the team lead for Granite's State and Local contracts team and administers all of Granite's nationwide cooperative purchasing agreements. She has administered Granite's OMNIA Partners agreements since joining Granite in 2021 and has led improvements to Granite's tracking and reporting processes to help scale with the ever-increasing usage of these contracts. She has 7+ years of experience in public sector IT procurement and contracting.

Contracts - Ryan Goldrick, AVP of Government Contracts and Compliance

- Ryan is Granite Government Solutions most senior contracts member, with nearly two decades of experience in writing contracts and proposals for telecommunications and IT. Ryan was dual-hatted as both Proposal Lead and Contract Specialist for the GSA Enterprise Infrastructure Solutions (EIS) RFP, an IDIQ valued at $50B. Under Ryan's guidance and leadership, Granite was awarded one of eight spots on the EIS contract in 2017 and since, Ryan has been a central figure in growing the Granite Government Solutions team to the multi-million dollar annualized earner it is today.

Describe supplier's experience working with the government sector.

Granite is built on our reputation of delivering the products and services our customers need on time and on budget. We understand that our customers now have more choices than ever when selecting service providers. Accordingly, we strive to consistently meet our customers' needs in order to act as a single provider for all telecommunications needs. It is Granite's goal to provide first class service so that each of every single one of our customers is given the true level of service they deserve.

As reinforced by the qualifications of Granite's proposed Key Personnel, Granite has immense experience providing telecommunications services to public sector clients. A few of Granite's current State, Local, Education, and Federal agreements can be found in the table below.

GSA Enterprise Infrastructure Solutions (EIS)	Oklahoma Telecommunications Services

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GSA IT Schedule 70	Louisiana Long Distance Services
OMNIA Partners Public Sector Unified Communications as a Service (UCaaS)	State of California Multiple Award Schedules (CMAS)
New York Telecommunication Connectivity Services (TCS)	Illinois Metro Ethernet Services
Virginia Broadband Services Contract	Colorado Network Connectivity IT Enterprise Agreement
Equalis Group Communications Products & Services	OMNIA Partners Private Sector Unified Communications as a Service (UCaaS)
TIPS Technology Solutions Products and Services	Massachusetts ITT72 Category 2-9 - Network Services, Communications Services & Related Equipment Statewide Contract
Oregon Communications Products and Services	South Carolina Statewide Data Transport Services
Washington CTS Centrex and Analog Services	Louisiana SIP Trunking Services Statewide Contract
Utah Unified Communications as a Service (UCaaS)	Coalition for College Cost Savings Telecom Solutions

Furthermore, Granite staff has extensive experience working with the Universal Service Administration Co., its many programs, including schools and libraries (E-Rate), Rural Health Care, and high-cost builds. Granite also has consultants on retainer to help answer program-specific questions, as well as to keep our staff trained on the many different nuisances involved across each Universal Fund Program.

Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

[redacted] None of the actions impacted, or risks impacting, Granite's ability to provide service to our customers. Additionally, there have been no bankruptcies, reorganizations, or investigations of the entity or current officers and directors.

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

Provide a minimum of 5 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

REFERENCE 1: CITY OF MONOHANS		
Client Data		
Address:	[redacted]	
Contact Name and Title:	[redacted]	
Contact Telephone:	[redacted]	
Contact Email:	[redacted]	
Project Data		
Years Serviced:	*From: 4/13/2021*	*To: Present*
Description of Services:	[redacted]	
Annual Volume:	$[redacted]	

REFERENCE 2: THE BANK OF CANTON		
Client Data		
Address:	[redacted]	
Contact Name and Title:	[redacted]	
Contact Telephone:	[redacted]	
Contact Email:	[redacted]	
Project Data		
Years Serviced:	*From: 7/2/2019*	*To: Present*
Description of Services:	[redacted]	
Annual Volume:	[redacted]	

REFERENCE 3: GATE GOURMET, INC.	
Client Data	
Address:	[redacted]
Contact Name and Title:	Oliv[redacted]

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Contact Telephone:	[redacted]	
Contact Email:	[redacted]	
Project Data		
Years Serviced:	*From: 9/30/2015*	*To: Present*
Description of Services:	[redacted]	
Annual Volume:	[redacted]	

REFERENCE 4: CHERRY TREE DENTAL		
Client Data		
Address:	[redacted]	
Contact Name and Title:	[redacted]	
Contact Telephone:	[redacted]	
Contact Email:	[redacted]	
Project Data		
Years Serviced:	*From: 5/16/2022*	*To: Present*
Description of Services:	[redacted]	
Annual Volume:	$[redacted]	

REFERENCE 5: ARMSTRONG TRANSFER & STORAGE CO. INC		
Client Data		
Address:	[redacted]	
Contact Name and Title:	[redacted]	
Contact Telephone:	[redacted]	
Contact Email:	[redacted]	
Project Data		
Years Serviced:	*From: 8/7/202*	*To: Present*
Description of Services:	[redacted]	
Annual Volume:	[redacted]	

Provide any additional information relevant to this section.

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Granite has been providing telecommunications services producing millions of dollars in revenue in partnership with OMNIA since 2019. For example, a prominent large retail store backed by a private equity firm, was facing a critical decision. They were just a week away from signing a new three-year contract with their existing telecom provider when they encountered a unique opportunity that could potentially save them significant costs. OMNIA Partners connected with Granite to provide the large retail store with cost-effective telecom solutions while avoiding the constraints of traditional contracts.

Granite, in partnership with OMNIA Partners, swiftly responded to the large retail store's needs. They proposed a solution that involved transitioning their telecom services, including **over 2800 lines** of local and long-distance services, in just three weeks. The unique aspect of this collaboration was that the transition was completed **without any physical changes, downtime, or long-term contracts.**

Through the power of partnership, they were able to implement:

- **A Rapid Quoting Process:** Granite's partnership with OMNIA Partners enabled them to provide the large retail store with a competitive quote within a week of initial engagement.
- **Flexible Contracting:** Granite offered the large retail store with locations in all 50 states a month-to-month agreement without tying them to a long-term contract. This approach allowed them to explore new technologies in the future without constraints.
- **Savings Through Wholesale Pricing:** Granite leveraged its substantial purchasing power, derived from over hundreds of millions of dollars spending with major telecom providers, to secure wholesale pricing, resulting in significant cost reductions.
- **Speed & Accuracy:** The transition was executed swiftly, meeting the tight deadline. Granite's internal processes ensured that quoted pricing was accurate and aligned with the delivered pricing.
- **Personalized Support:** Granite's sales team provided personalized support and guidance throughout the process, aiding the large retailer in navigating the transition with ease.

By combining Granite's expertise, OMNIA Partners' purchasing power, and the major retailer's need for a flexible and cost-effective telecom solution, the partnership achieved remarkable results. The flexibility in contracting, rapid implementation, and substantial savings showcase the potential for businesses to navigate the complex telecom landscape efficiently and successfully.

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5 SECTION 5 – VALUE ADDED PRODUCTS AND SERVICES

With its nationwide service area and extensive experience implementing service solutions in a variety of industry applications, Granite is well positioned to provide telecommunication services to customers nationwide. Granite can deliver the requested services through its agreements with [redacted] The telecommunication services that Granite can provide include as a minimum (but are not limited to):

✓ Dedicated Internet Access	✓ Broadband Internet Access
✓ Wi-Fi Services	✓ Plain Old Telephone Service (POTS)
✓ Mobility	✓ IP-Based Voice Solutions
✓ Managed Services	✓ SD-WAN
✓ MPLS	✓ Inside Wiring

Because Granite provide [redacted] at the schedule and pace dictated by the customer as time and budget allow. The value of this level of transition-transformation support is unsurpassed in the industry. [redacted] ensures that our proposed solution will provide an excellent service level by reducing hop counts and providing lower latency while minimizing packet loss.

Granite will provide all necessary instruments and infrastructure needed to perform and provide service to requesting locations. Granite will provide and install transmission equipment and cables for local exchange access and transport service circuits to the Government provided floor at the base demarcation locations. Granite connects to its customers provided power connection points and termination frame, coordinate with the COR prior to any installation, and ensure compatibility with the Government's current infrastructure.

5.1 CUSTOMER SERVICE AND SUPPORT SYSTEMS

Granite provides superior customer support through our dedicated program management model, our Helpdesk, and our trained in-house customer service team available 24x7x365 at no additional cost.

Granite's proposal includes tip-to-tail project management for deployment and ongoing operational support. This includes any required training and documentation for supporting its customers' network. To implement our solution, a Granite implementation engineer will be assigned as the Project Manager, and head of the project team, and will be charged with implementation of services. Along with its customers' dedicated Premier Account Manager, the Project Manager will work side by side with its customers personnel to ensure that the solution implemented meets all of its customers' requirements. The Premier Account Manager will provide daily or weekly updates on the status of

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implementation and other required documentation. The dedicated Premier Account Team and Project Manager work closely with customers to ensure a smooth conversion/migration for each site to Granite's network and management platform. The Project Manager and project management team will stay on the job and remain available as long as necessary. This dedicated team will provide training and other related services, even after the implementation is complete.

Granite will assign an account and delivery team to its customers to ensure your current and future objectives are achieved. Granite would look to engage its customers with daily outage review and QBR on long-term performance enhancements. Below are the skill sets that would be part of the on-going PMO team:

- Program Manager: As a high-level observer, the Program Manager ensures that all project requirements are met and resolves any issues beyond the job scoop of the Project Manager.
    - Without this role: Quality assurance of the project is not guaranteed by an individual outside of the immediate day-day-to activities. In addition, customers would not be able to escalate any issues beyond their Project Manager to a person knowledgeable of the project.

- Project Manager: Serving as the customer's single point of contact, the Project Manager ensures that all sites are serviced in the same experience manner. They interact regularly with the customer to ensure every aspect of the project is on schedule.
    - Without this role: A rollout project would suffer in all areas including efficiency, communications, and designated areas of responsibility.

- Project Premier Representative: The Project Premier representatives schedule and directly manage the field technicians and coordinate efforts with site contacts for each location. They communicate (via the Web-Based Software Application in addition to direct contact) all aspects of project details to the Project Manager to ensure complete knowledge of the customer's rollout progress.
    - Without this role: The Project Manager would have to divide their responsibilities between overseeing the customer's project, interacting with the customer directly, and managing and scheduling each technician. This leads to overburdened resources and affects success rates and overall quality.

- Warehouse Staging Manager: Working directly with Project Managers and Project Facilitators as necessary, the Warehouse Manager and supporting staff ensure that all materials and equipment for each project are configured and shipped on time to the correct location.
    - Without this role: A Project Manager or Facilitator would need to assume these responsibilities, or equipment and materials would need to be outsourced to a third-party vendor, this raising project costs and complicating coordination of the project.

- Web-based Software Application: The Web-based Software Application provides project details to the customer; including status updates for each of the site locations and the workflow process performed by the Rollout Delivery Team.

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- Without this application: The Project Manager would have to update project status and alerts manually (typically with spreadsheets). This could compromise the quality of communication; project details could be missed, and the customer might not receive accurate and on-line reports of project progress. The Rollout Delivery Team would be inundated with information that would be unrecorded which would severely compromise documentation and the entire project at hand.

5.2 CUSTOMIZABLE AND CONSOLIDATED BILLING

Granite offers our customers an online account management and billing that can be used to analyze billing data, interface dashboards and tools for reporting. Customers be able to use Rock Reports to run a variety of standard reports, [redacted]. Granite provides unlimited, free-of-charge access to Rock Reports, which may be accessed 24/7/365 through Granite's website.

Granite produces its custom invoices in-house with an accuracy unmatched in the industry. The advanced project management control Granite exhibits throughout the transition process, and our contractual relationships with underlying carriers, acts as a safeguard to avoid double-billing inaccuracies. Our advanced consolidated billing platform provides customers with alternatives for immediate improvements for billing, payment, auditing, and the reconciliation of invoices.

Granite is able to customize the invoice distribution in two primary fashions:

[redacted]

Granite's invoices are itemized and detailed, so there are no hidden charges. Invoices present all charges in a clear and concise manner, with options to receive all requested services, features, and their expenses per location in one easily identifiable and consolidated invoice. Granite is able to invoices in a medium of their choosing; through our electronic portal Rock Reports; printed paper invoice; EDI; WAWF, IPP, or other means of delivery including e-mail. Our typical payments terms are net thirty days but can be altered to fit customers' needs in certain instances. An example of Granite's sample invoice can be found below:

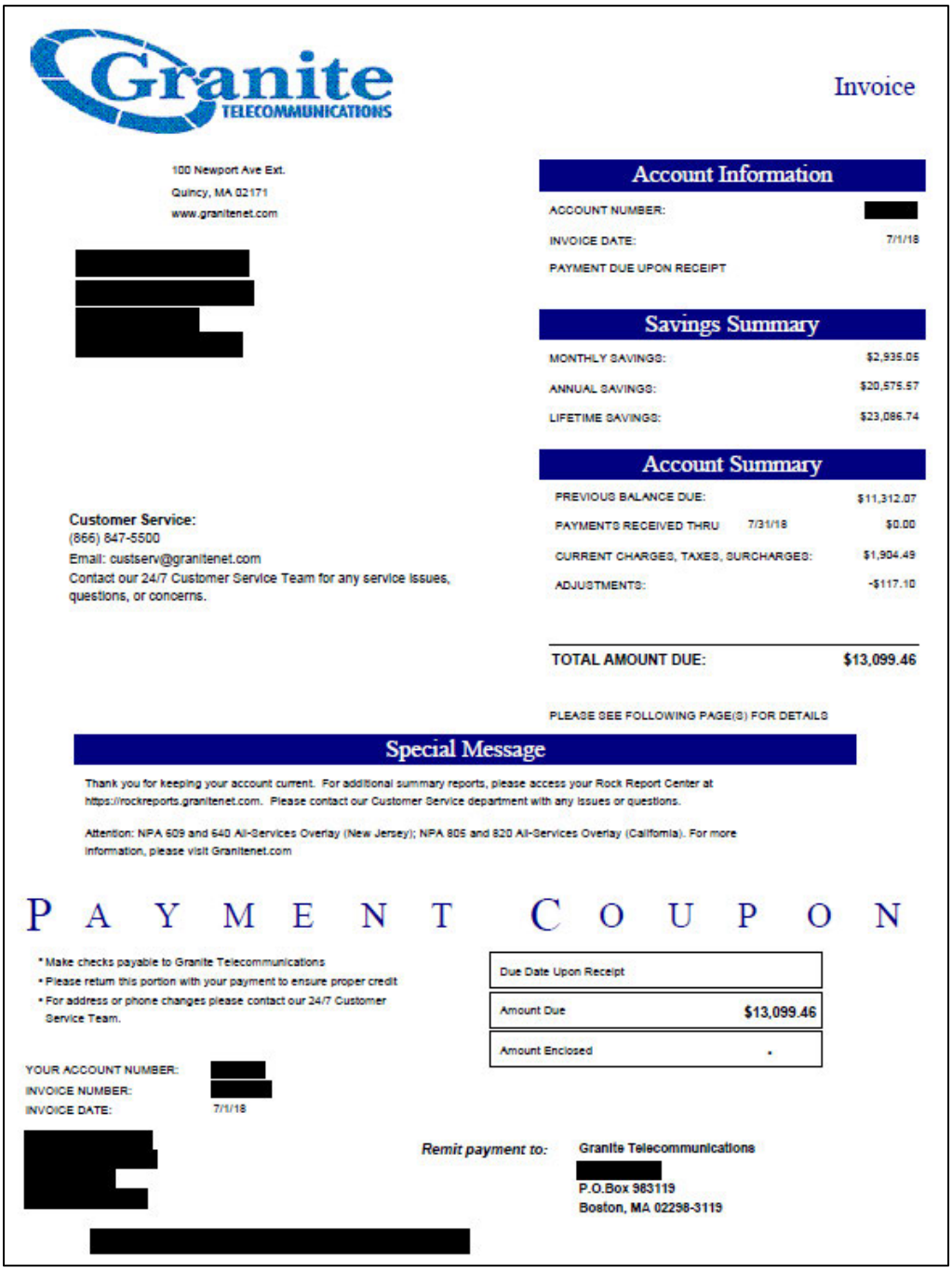
Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

Taxes and Surcharges

FEDERAL		
	SS7 Surcharge	$0.01
	FCC Regulatory Fee (Wireline)	$0.00
	Fed Universal Service Fund	$0.00
	Federal Excise Tax	$0.51
	Telecom Relay Surcharge	$0.00
State		
	Sales Tax NF	$0.73
	State Universal Service Fund	$0.56
	Telecom Relay Surcharge	$0.04
County		
	District Tax NF	$0.03
	E-911	$0.70
	Transit Tax NF	$0.25
City		
	Business and Occupation Tax	$1.12
	Sales Tax NF	$0.92
Taxes and Surcharges		**$4.87**

Granite's one carrier, one bill moto gives customers less worry about multiple invoices. Customers will receive one invoice inclusive of all usage and costs per location. This invoice, and invoice history, will be available within Rock Reports, Granite's self-created software tool to which customers will receive access. Below is an example itemized bill from Granite.

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Granite TELECOMMUNICATIONS

Invoice

100 Newport Ave Ext.
Quincy, MA 02171
www.granitenet.com

[redacted]

Account Information

ACCOUNT NUMBER:	[redacted]
INVOICE DATE:	7/1/18
PAYMENT DUE UPON RECEIPT	

Savings Summary

MONTHLY SAVINGS:	$2,935.05
ANNUAL SAVINGS:	$20,575.57
LIFETIME SAVINGS:	$23,086.74

Account Summary

PREVIOUS BALANCE DUE:		$11,312.07
PAYMENTS RECEIVED THRU	7/31/18	$0.00
CURRENT CHARGES, TAXES, SURCHARGES:		$1,904.49
ADJUSTMENTS:		-$117.10
TOTAL AMOUNT DUE:		**$13,099.46**

PLEASE SEE FOLLOWING PAGE(S) FOR DETAILS

Customer Service:
(866) 847-5500
Email: custserv@granitenet.com
Contact our 24/7 Customer Service Team for any service issues, questions, or concerns.

Special Message

Thank you for keeping your account current. For additional summary reports, please access your Rock Report Center at https://rockreports.granitenet.com. Please contact our Customer Service department with any issues or questions.

Attention: NPA 609 and 640 All-Services Overlay (New Jersey); NPA 805 and 820 All-Services Overlay (California). For more information, please visit Granitenet.com

PAYMENT COUPON

* Make checks payable to Granite Telecommunications
* Please return this portion with your payment to ensure proper credit
* For address or phone changes please contact our 24/7 Customer Service Team.

Due Date Upon Receipt	
Amount Due	$13,099.46
Amount Enclosed	

YOUR ACCOUNT NUMBER: [redacted]
INVOICE NUMBER: [redacted]
INVOICE DATE: 7/1/18

[redacted]

Remit payment to: Granite Telecommunications
[redacted]
P.O.Box 963119
Boston, MA 02298-3119

[redacted]

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Account Number : [redacted]
Invoice: [redacted] Invoice Date: 07/01/2018

Granite TELECOMMUNICATIONS

Location : [redacted]

Local Service:

Local Fees	LEC	Discount	Savings	Cost
Line Charges	$74.76	30%	$74.76	$0.00
Subtotal:	$74.76	30%	$74.76	$0.00

Local Totals:

Calls	Mins	LEC	Discount	Savings	Cost
0	0.00	$74.76	30%	$74.76	$0.00

Taxes and Surcharges

Federal	
Federal Excise Tax	$0.00
State	
E-911	$0.00
Sales Tax	$0.00
State Universal Service Fund	$0.00
Telecom Relay Surcharge	$0.00
County	
Sales Tax	$0.00
City	
Sales Tax	$0.00
Taxes and Surcharges	**$0.00**

Regulatory

FCC End User Common Line Charge	$0.00
Facility Relocation Cost Recovery Fee	$0.00
Interstate Access Recovery Charge	$0.00
Intrastate Access Fee	$0.00
Local Number Portability	$0.00
Subtotal:	$0.00

Other Charges

Monthly	
Franchise Fee	$0.00
Monthly Recurring Charge	$37.35
Subtotal:	$37.35

Summary:

Local Total	$0.00
Taxes and Surcharges Total	$0.00
Regulatory	$0.00
Other Charges	$37.35
Total:	**$37.35**

Breakdown - Payments and Adjustments

DESCRIPTION	AMOUNT
Subtotal	

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6 SECTION 6 – REQUIRED DOCUMENTS

6.1 ANTITRUST CERTIFICATION STATEMENT (TEX. GOVERNMENT CODE § 2155.005)

Appendix A, Doc #1

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and

4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Granite Telecommunications, LLC.

Address 100 Newport Ave. Ext,
Quincy, MA 02171

Phone 866-847-1500

Fax 833-871-8320

Contact

Official Authorizing Proposal

Signature
Ryan Goldrick
Printed Name
AVP, Contracts and Compliance
Position with Company

Signature
Michael Galvin
Printed Name
Chief Administrative Officer
Position with Company

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6.2 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)

CERTIFICATE OF INTERESTED PARTIES FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING
Certificate Number:
2024-1141262
Date Filed:
04/02/2024
Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Granite Telecommunications, LLC.
Quincy, MA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Region 14 Education Service Center

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
24-S866
Telecommunications Services and Equipment

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
Robert Hale, Jr. - Granite Telecommunications, LLC	Quincy, MA United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Michael Galvin, and my date of birth is 12/16/1969

My address is 100 Newport Ave Ext. (street), Quincy (city), MA (state), 02171 (zip code), USA (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Norfolk County, State of Massachusetts on the 4th day of April (month), 2024 (year).

Signature of authorized agent of contracting business entity (Declarant)

Forms provided by Texas Ethics Commission www.ethics.state.tx.us Version V3.5.1.5b35d027

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6.3 TEXAS GOVERNMENT CODE 2270 VERIFICATION FORM

Appendix A, DOC # 3

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Michael Galvin, as an authorized representative of

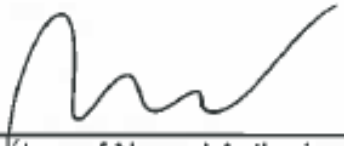
Granite Telecommunications, LLC., a contractor engaged by
Insert Name of Company

Region 14 Education Service Center, 1850 Highway 351, Abilene, Texas 79601, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.



Signature of Named Authorized Company Representative

4/4/24
Date

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING
Certificate Number:
2024-1141262
Date Filed:
04/02/2024
Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Granite Telecommunications, LLC.
Quincy, MA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Region 14 Education Service Center

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
24-S866
Telecommunications Services and Equipment

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Robert Hale, Jr. - Granite Telecommunications, LLC	Quincy, MA United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Michael Galvin, and my date of birth is 12/16/1969.

My address is 100 Newport Ave Ext. (street), Quincy (city), MA (state), 02171 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Norfolk County, State of Massachusetts, on the 4th day of April (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Forms provided by Texas Ethics Commission www.ethics.state.tx.us Version V3.5.1.5b35d027

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6.4 ADDENDUM NO. 1

RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Granite Telecommunications, LLC

Contact Person Michael Galvin

Signature

Date 4/4/2024

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6.5 GRANITE'S DUNS AND BRADSTREET ("D&B") REPORT

04 April 2024

Attention: Region 14 Educational Service Center

Subject: RFP 24-S866: D&B Report clarification

Reference: Section 3.1, D., a.,

Dear Region 14 Education Service Center,

The purpose of this letter is to provide clarification regarding Granite's Duns and Bradstreet ("D&B") report provided in its proposal submitted in response to the subject solicitation. It should be noted that the D&B report is unreliable and contains false information.

For example, D&B's reports refer to a purported tax lien imposed by the Indiana Department of Revenue in 2020. There has never been such a lien, as you can see from the attached letter from the Indiana Department of Revenue. D&B has refused to remove this information from its reports even after we presented the letter to them.

Moreover, any assessment by D&B that Granite is anything other than financially sound is false, as determined repeatedly by the relevant regulatory agencies on an annual basis. Every year, Granite must demonstrate its sound financial condition to state public utility commissions. Based on that review, the PUCs have concluded that Granite possesses the requisite financial fitness to operate as a public utility.

If you have any questions or require additional information, please contact me at (617) 837-5739 or via email at rgoldrick@granitenet.com.

Regards,



Ryan M Goldrick
AVP, Contracts & Compliance
rgoldrick@granitenet.com
(617) 837-5739

Attachment: (A) Indiana Department of Revenue Letter

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

INDIANA DEPARTMENT OF REVENUE
100 N SENATE AVE
INDIANAPOLIS IN 46204-2253

Indiana Department of Revenue
Eric J. Holcomb, Governor
Bob Grennes, Commissioner

GRANITE TELECOMMUNICATIONS LLC
100 NEWPORT AVENUE EXT
QUINCY MA 02171-1734

FEIN	04-3643290
Letter ID	L0000405104
Date Issued	November 05, 2020

Letter of Good Standing

Dear Customer,

This certifies that all taxes due on the returns filed by GRANITE TELECOMMUNICATIONS LLC for the Indiana Adjusted Gross Income Tax, the Indiana Gross Retail/Use Tax, and all other listed taxes have been paid.

Any tax return submitted by GRANITE TELECOMMUNICATIONS LLC six to 12 weeks before the date on this letter is in process, and may not be available for certification. The amount of tax due on the return(s) referenced above is subject to verification by the Indiana Department of Revenue (DOR). If any discrepancy in income or sales or a deficiency in tax is found through this verification, an assessment will be made.

As of this date, any outstanding liability GRANITE TELECOMMUNICATIONS LLC may have is a proposed assessment that either may be, or has been validly protested, or is an assessment that is covered by a litigation hold. Such assessments are not a final determination of DOR, and DOR has ceased all collection efforts regarding the liability until such time as a final determination on the assessments is made by DOR.

If you have questions, you may contact us in one of three ways.

- Log in to the Indiana Taxpayer Information Management Engine (INTIME) to ask your question.
  - If you are not registered, create an online account by visiting https://intime.dor.in.gov. Select "*Don't have a username? Create one*" and follow the instructions to complete the process. You will need your taxpayer ID (FEIN, SSN, etc.) and the unique Letter ID, printed in the upper-right hand corner of this letter.
- You may also call us at (317) 232-5977, Monday through Friday, 8 a.m. to 4:30 p.m. EST
- Correspond with us via mail using the address listed above. Please include a copy of this letter with your correspondence.

Sincerely,

Indiana Department of Revenue

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dun & bradstreet

Business Information Report Snapshot

GRANITE TELECOMMUNICATIONS, LLC

D-U-N-S: 11-177-7939
ADDRESS: 100 Newport Ave Ext, Quincy, MA, 02171, United States
Date: 04/01/2024

RISK ASSESSMENT

SCORES AND RATINGS

Max. Credit Recommendation	PAYDEX® SCORE	Delinquency Predictor Percentile	Financial Stress Percentile	Supplier Evaluation Risk Rating
US$ 2,650,000	73	75	7	5
	LOW RISK	LOW-MODERATE RISK	MODERATE-HIGH RISK	MODERATE RISK

MAXIMUM CREDIT RECOMMENDATION

Overall Business Risk

LOW | LOW-MODERATE | **MODERATE** | MODERATE-HIGH | HIGH

Maximum Credit Recommendation

US$ 2,650,000

The recommended limit is based on a low-moderate probability of severe delinquency.

Dun & Bradstreet Thinks...

- Overall assessment of this organization over the next 12 months: STABILITY CONCERNS
- Based on the predicted risk of business discontinuation: MODERATELY HIGHER THAN AVERAGE RISK OF FINANCIAL STRESS
- Based on the predicted risk of severely delinquent payments: LOW POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS

PAYDEX® SUMMARY

3 Months

73

Low Risk (100) — High Risk (1)

When weighted by dollar amount, payments to suppliers average 11 days beyond terms. Value is based on payments collected over the last **3 months**.

24 Months

73

Low Risk (100) — High Risk (1)

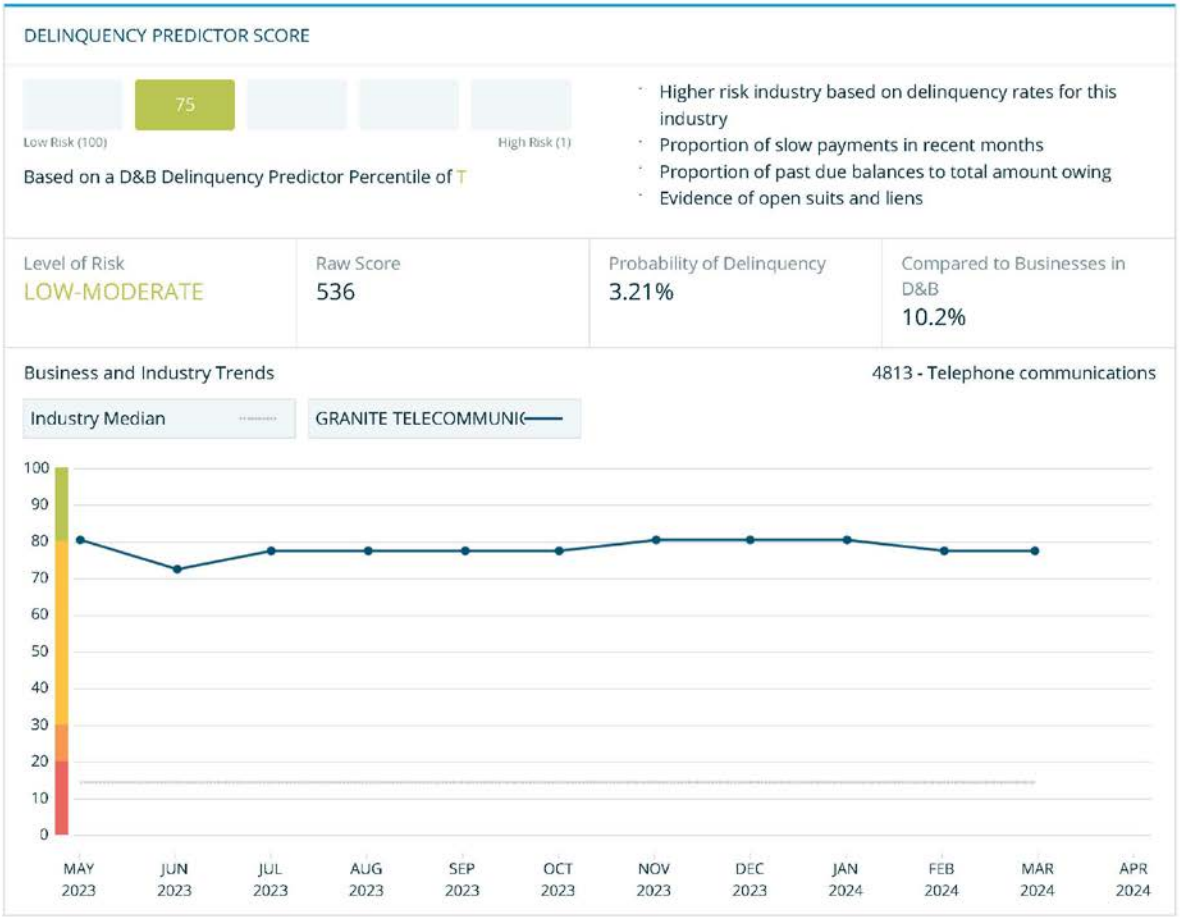
When weighted by dollar amount, payments to suppliers average 11 days beyond terms. Value is based on payments collected over the last **24 months**.

PAYDEX®

Based on 24 months of data

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73
Low Risk (100)
High Risk (1)
Based on a D&B PAYDEX® of
Risk of Slow Pay
LOW
Payment Behavior
11 Days Beyond Terms
Business and Industry Trends
4813 - Telephone communications
Industry Median
Industry Upper
Industry Low
GRANITE TELECOMMUNIC
100
90
80
70
60
50
40
30
20
10
0
MAY 2022
JUN 2022
JUL 2022
AUG 2022
SEP 2022
OCT 2022
NOV 2022
DEC 2022
JAN 2023
FEB 2023
MAR 2023
APR 2023
MAY 2023
JUN 2023
JUL 2023
AUG 2023
SEP 2023
OCT 2023
NOV 2023
DEC 2023
JAN 2024
FEB 2024
MAR 2024
APR 2024


DELINQUENCY PREDICTOR SCORE
75
Low Risk (100)
High Risk (1)
Based on a D&B Delinquency Predictor Percentile of T
Higher risk industry based on delinquency rates for this industry
Proportion of slow payments in recent months
Proportion of past due balances to total amount owing
Evidence of open suits and liens
Level of Risk
LOW-MODERATE
Raw Score
536
Probability of Delinquency
3.21%
Compared to Businesses in D&B
10.2%
Business and Industry Trends
4813 - Telephone communications
Industry Median
GRANITE TELECOMMUNIC
100
90
80
70
60
50
40
30
20
10
0
MAY 2023
JUN 2023
JUL 2023
AUG 2023
SEP 2023
OCT 2023
NOV 2023
DEC 2023
JAN 2024
FEB 2024
MAR 2024
APR 2024

FINANCIAL STRESS SCORE

7

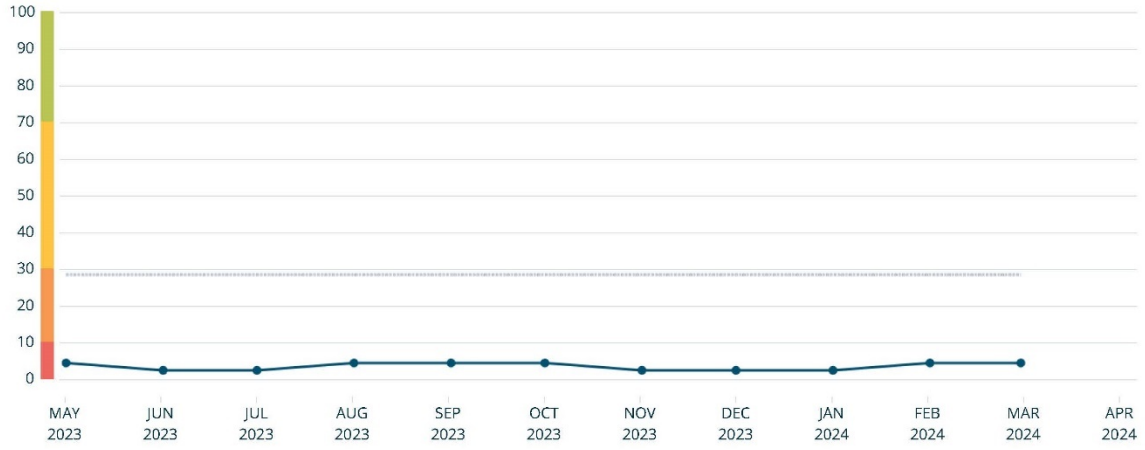
Low Risk (100) High Risk (1)

Based on a D&B Financial Stress Percentile of &

- Low proportion of satisfactory payment experiences to total payment experiences
- UCC Filings reported
- High proportion of slow payment experiences to total number of payment experiences
- High number of enquiries to D&B over last 12 months
- Evidence of open liens
- Unstable Paydex over last 12 months

Level of Risk	Raw Score	Probability of Failure	Compared to Businesses in D&B
MODERATE-HIGH	1389	1.12%	0.48%

Business and Industry Trends 4813 - Telephone communications



SUPPLIER EVALUATION RISK RATING

5

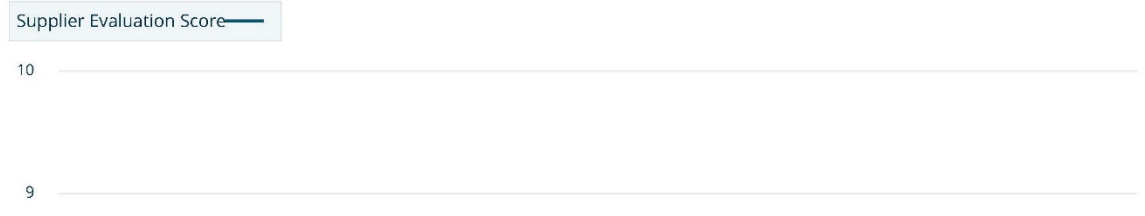
Low Risk (1) High Risk (9)

Based on a Supplier Evaluation Risk Rating of [

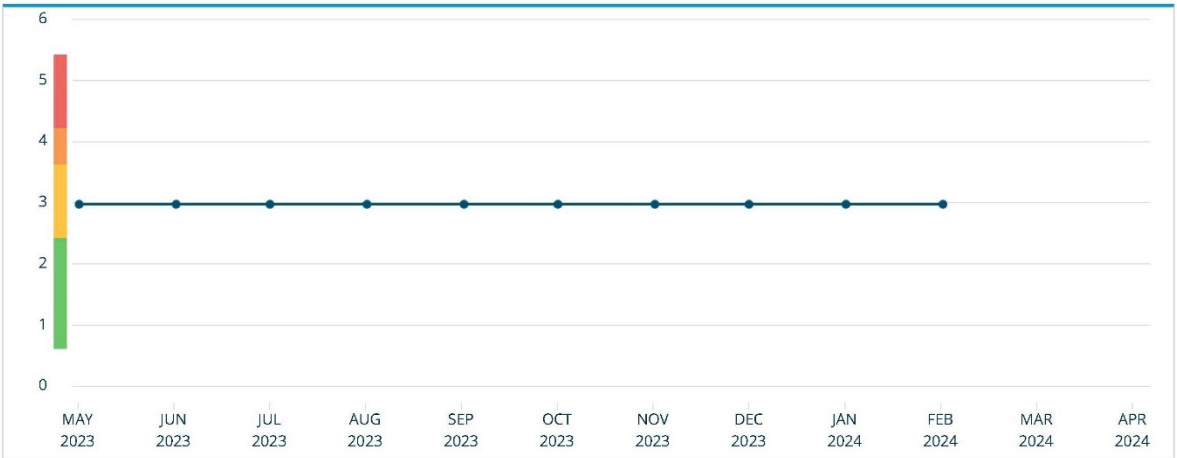
Factors Affecting Your Score

- Proportion of past due balances to total amount owing
- Proportion of slow payment experiences to total number of payment experiences reported
- Evidence of open liens
- Unstable Paydex over last 12 months

Business and Industry Trends 4813 - Telephone communications



e



D&B RATING

Current Rating as of 10-14-2019

Employee Size	Risk Indicator
1R: 10 employees and over	4: Higher than Average Risk

Previous Rating

Financial Strength	Risk Indicator
5A: US$50,000,000 and over in Net Worth or Equity	3: Moderate Risk

TRADE PAYMENTS

TRADE PAYMENTS SUMMARY

Based on 24 months of data

Overall Payment Behavior	% of Trade Within Terms	Highest Past Due
11	67%	US$ 30,000
Days Beyond Terms		
Highest Now Owing: US$ 2,000,000	Total Trade Experiences: 130	Total Unfavorable Comments : 0
	Largest High Credit: US$ 4,000,000	Largest High Credit: US$ 0
	Average High Credit: US$ 164,319	Total Placed in Collections: 2
		Largest High Credit: US$ 0

TRADE PAYMENTS BY CREDIT EXTENDED

$ CREDIT EXTENDED	% OF PAYMENTS WITHIN TERMS	# PAYMENT EXPERIENCES	TOTAL $ DOLLAR AMOUNT
OVER 100,000	80%	15	$10,600,000
50,000 - 100,000	87%	3	$200,000
15,000 - 49,999	61%	11	$295,000
5,000 - 14,999	57%	8	$57,500
1,000 - 4,999	61%	10	$16,000
UNDER 1,000	82%	21	$5,250

TRADE PAYMENTS BY INDUSTRY

Collapse All | Expand All

Industry Category	Number of Payment Experiences	Largest High Credit (US$)	% Within Terms (Expand to View)
▾48 - Communications	20	1,000,000	
4813 - Telephone Communictns	15	1,000,000	90
4812 - Radiotelephone Commun	5	1,000,000	100
▾99 - Nonclassifiable Establishments	7	40,000	
9999 - Nonclassified	7	40,000	73
▾73 - Business Services	13	2,000,000	

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7374 - Data Processing Svcs	5	100,000	84
7373 - Computer System Desgn	3	2,000,000	46
7359 - Misc Equipment Rental	2	15,000	50
7389 - Misc Business Service	1	5,000	100
7361 - Employment Agency	1	5,000	0
7363 - Help Supply Service	1	1,000	100
61 - Nondepository Credit Institutions	4	10,000	
6153 - Short-trm Busn Credit	4	10,000	50
50 - Wholesale Trade - Durable Goods	6	600,000	
5045 - Whol Computers/softwr	3	600,000	66
5063 - Whol Electrical Equip	1	25,000	0
5085 - Whol Industrial Suppl	1	2,500	100
5084 - Whol Industrial Equip	1	1,000	0
93 - Public Finance Taxation And Monetary Policy	3	15,000	
9311 - Public Finance	3	15,000	100
42 - Motor Freight Transportation And Warehousing	2	1,000	
4213 - Trucking Non-local	2	1,000	67
59 - Miscellaneous Retail	2	100,000	
5961 - Ret Mail-order House	1	100,000	50
5999 - Ret Misc Merchandise	1	2,500	0
51 - Wholesale Trade - Nondurable Goods	2	45,000	
5113 - Whol Service Paper	1	45,000	100
5199 - Whol Nondurable Goods	1	7,500	50
35 - Industrial And Commercial Machinery And Computer Equipment	2	25,000	
3575 - Mfg Computer Terminal	1	25,000	0
3579 - Mfg Misc Office Eqpt	1	750	100
87 - Engineering Accounting Research Management And Related Services	1	10,000	
8734 - Testing Laboratory	1	10,000	100
83 - Social Services	1	2,500	
8322 - Family Social Service	1	2,500	100
49 - Electric, Gas And Sanitary Services	1	1,000	

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4911 - Electric Services	1	1,000	100
94 - Administration Of Human Resource Programs	1	500	
9431 - Admin Public Health	1	500	100
67 - Holding And Other Investment Offices	1	250	
6719 - Holding Company	1	250	100
96 - Administration Of Economic Programs	1	250	
9611 - Admin Economic Prgm	1	250	100
60 - Depository Institutions	1	50	
6021 - Natnl Commercial Bank	1	50	100

TRADE LINES

Date of Experience	Payment Status	Selling Terms	High Credit (US$)	Now Owes (US$)	Past Due (US$)	Months Since Last Sale
03/2024	Prompt	-	70,000	0	0	1 Month
03/2024	Prompt	-	30,000	0	0	Between 6 and 12 Months
03/2024	Prompt	-	30,000	0	0	Between 6 and 12 Months
03/2024	Prompt to Slow	-	100,000	0	0	Between 4 and 5 Months
03/2024	-	Cash Account	100	-	-	1 Month
03/2024	-	Cash Account	50	-	-	1 Month
03/2024	-	Cash Account	50	-	-	1 Month
02/2024	Prompt	-	1,000,000	0	0	1 Month
02/2024	Prompt	-	1,000,000	1,000,000	0	1 Month
02/2024	Prompt	-	700,000	300,000	0	1 Month
02/2024	Prompt	-	700,000	0	0	1 Month
02/2024	Prompt	N30	300,000	100,000	0	1 Month
02/2024	Prompt	-	40,000	0	0	Between 6 and 12 Months
02/2024	Prompt	-	10,000	10,000	0	1 Month
02/2024	Prompt	-	5,000	2,500	0	1 Month
02/2024	Prompt	-	2,500	2,500	0	1 Month
02/2024	Prompt	N30	2,500	250	0	1 Month

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02/2024	Prompt	-	1,000	1,000	-	1 Month
02/2024	Prompt	-	750	750	0	1 Month
02/2024	Prompt	-	100	100	0	1 Month
02/2024	Prompt	-	50	0	0	Between 6 and 12 Months
02/2024	Prompt	-	50	0	0	1 Month
02/2024	Prompt	-	50	50	0	1 Month
02/2024	Prompt to Slow	-	2,000,000	60,000	0	1 Month
02/2024	Prompt to Slow	-	50,000	45,000	5,000	1 Month
02/2024	Prompt to Slow	-	25,000	0	0	Between 4 and 5 Months
02/2024	Prompt to Slow	-	7,500	0	0	Between 6 and 12 Months
02/2024	Prompt to Slow	-	250	100	0	1 Month
02/2024	Prompt to Slow	-	10,000	10,000	2,500	1 Month
02/2024	Prompt to Slow	-	1,000	1,000	0	1 Month
02/2024	Prompt to Slow	-	2,500	2,500	1,000	1 Month
02/2024	Prompt to Slow	N30	15,000	5,000	2,500	1 Month
02/2024	Slow	-	2,500	1,000	500	1 Month
02/2024	Slow	-	1,000	0	0	Between 6 and 12 Months
02/2024	Slow	-	250,000	0	0	Between 2 and 3 Months
02/2024	Slow	-	25,000	0	0	Between 6 and 12 Months
02/2024	Slow	-	15,000	0	0	Between 4 and 5 Months
02/2024	Slow	-	5,000	5,000	5,000	1 Month
02/2024	Slow	-	1,000	0	0	Between 6 and 12 Months
02/2024	-	Cash Account	-	-	-	1 Month
02/2024	-	Cash Account	500	-	-	1 Month
02/2024	placed for collection	-	100	100	100	-
02/2024	-	Cash Account	50	-	-	1 Month
01/2024	Prompt	-	250	250	0	-
01/2024	Prompt	-	250	250	0	-

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01/2024	Prompt	-	250	250	0	-
01/2024	Prompt	-	100	100	0	-
01/2024	-	Cash Account	100	-	-	1 Month
01/2024	-	Cash Account	100	-	-	1 Month
12/2023	-	Cash Account	50	-	-	1 Month
11/2023	Prompt	-	1,000	0	0	Between 6 and 12 Months
11/2023	-	Cash Account	100	-	-	1 Month
11/2023	-	Cash Account	100	-	-	Between 6 and 12 Months
11/2023	-	Cash Account	100	-	-	1 Month
11/2023	-	Cash Account	50	-	-	1 Month
11/2023	-	Cash Account	50	-	-	1 Month
11/2023	-	Cash Account	50	-	-	1 Month
10/2023	-	Cash Account	250	-	-	Between 4 and 5 Months
10/2023	-	Cash Account	250	-	-	Between 2 and 3 Months
10/2023	-	Cash Account	100	-	-	Between 2 and 3 Months
10/2023	-	Cash Account	50	-	-	Between 6 and 12 Months
09/2023	-	-	50	-	-	1 Month
09/2023	-	Cash Account	50	-	-	1 Month
09/2023	-	Cash Account	50	-	-	1 Month
09/2023	-	Cash Account	50	-	-	1 Month
09/2023	-	Cash Account	50	-	-	Between 6 and 12 Months
09/2023	-	Cash Account	50	-	-	Between 6 and 12 Months
08/2023	-	Cash Account	500	-	-	Between 4 and 5 Months
08/2023	-	Cash Account	100	-	-	1 Month
08/2023	-	-	100	-	-	1 Month
08/2023	-	Cash Account	50	-	-	Between 6 and 12 Months
07/2023	Prompt to Slow	-	250	0	0	Between 6 and 12 Months

07/2023	-	Cash Account	500	-	-	1 Month
03/2023	Prompt	-	15,000	-	-	1 Month
03/2023	Prompt	-	750	-	-	1 Month
12/2022	Prompt	-	1,000	0	0	Between 6 and 12 Months
08/2022	Prompt	-	500	-	-	1 Month
04/2022	Slow	-	25,000	0	0	Between 6 and 12 Months
03/2022	Prompt	-	250	0	0	Between 6 and 12 Months
02/2022	Prompt	-	250	0	0	Between 6 and 12 Months

EVENTS

LEGAL EVENTS

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

SUITS	JUDGEMENTS	LIENS	UCC FILINGS
TOTAL 1	TOTAL 0	TOTAL 1	TOTAL 5
LAST FILING DATE 09/21/2018	LAST FILING DATE -	LAST FILING DATE 08/21/2020	LAST FILING DATE 05/25/2016

General: The public record items contained in this report may have been paid, terminated, vacated or released prior to the date this was reported. This information may not be reproduced in whole or in part by any means of reproduction.

UCC Filings: There may be additional UCC Filings in the D&B file on this company which are available by contacting 1-800-234-3867.

Suits, Liens, Judgements: There may be additional suits, liens, or judgements in D&B's file on this company available in the U.S. Public Records Database that are also covered under your contract. If you would like more information on this database, please contact the Customer Resource Center at 1-800-234-3867.

Lien: A lien holder can file the same lien in more than one filing location. The appearance of multiple liens filed by the same lien holder against a debtor may be indicative of such an occurrence.

EVENTS

Lien - Tax Lien

Filing Date	2020-08-21
Filing Number	30137047
Status	Open
Date Status Attained	2020-08-21
Received Date	2020-09-30
Amount	17610
Debtors	GRANITE TELECOMMUNICATIONS LLC
Creditors	STATE OF INDIANA
Court	MARION COUNTY CIRCUIT COURT, INDIANAPOLIS, IN

Suit

Filing Date	2018-09-21
Filing Number	502018CA012014XXXXMB
Status	Pending
Date Status Attained	2018-09-21
Received Date	2018-10-03

Plaintiffs	REFLECT CO LLC,
Defandant	GRANITE TELECOMMUNICATIONS LLC,
Court	PALM BEACH COUNTY CIRCUIT COURT, WEST PALM BEACH, FL

UCC Filing - Original

Filing Date	2016-05-25
Filing Number	2016 3141429
Received Date	2016-06-20
Collateral	Inventory including proceeds and products - Building(s) including proceeds and products - Equipment including proceeds and products - Machinery including proceeds and products - Fixtures including proceeds and products
Secured Party	CROCKER PARTNERS V UCC LLC, BOCA RATON, FL
Debtors	GRANITE TELECOMMUNICATIONS, LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation

Filing Date	2011-05-23
Filing Number	2011 1943490
Received Date	2011-07-07
Original Filing Date	2006-09-06
Original Filing Number	6329967 4
Secured Party	TD BANKNORTH, N.A., SPRINGFIELD, MA
Debtors	GRANITE TELECOMMUNICATIONS, LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Amendment

Filing Date	2011-05-23
Filing Number	2011 1952533
Received Date	2011-06-15
Original Filing Date	2006-09-06
Original Filing Number	6329967 4
Secured Party	TD BANK, NA AS SUCCESSOR BY MERGER TO TD BANKNORTH, N.A., CHERRY HILL, NJ
Debtors	GRANITE TELECOMMUNICATIONS, LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Original

Filing Date	2009-01-08

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Filing Number	2009 0214541
Received Date	2009-02-20
Secured Party	TD BANK, N.A., SPRINGFIELD, MA
Debtors	GRANITE TELECOMMUNICATIONS, LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Original

Filing Date	2006-09-06
Filing Number	6329967 4
Received Date	2006-11-06
Collateral	Negotiable instruments including proceeds and products - Accounts receivable including proceeds and products - Inventory including proceeds and products - Account(s) including proceeds and products - and OTHERS
Secured Party	TD BANKNORTH, N.A., SPRINGFIELD, MA
Debtors	GRANITE TELECOMMUNICATIONS, LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

COMPANY EVENTS

The following information was reported on: 11-01-2023

The Delaware Secretary of State's business registrations file showed that Granite Telecommunications, LLC was registered as a Limited Liability Company on April 1, 2002 under file registration number 3509271.

Business started 2002.

The majority interest of Granite Telecommunications, LLC is owned by the Hale Family (more than 50%) with other minority interests owned by other employees of the company.

ROBERT HALE JR born 1966. 2002-present active here. 1990-2002, chief executive officer with Network Plus Corp , Quincy, MA. On February 4, 2002, Network Plus Corp filed a voluntary petition in bankruptcy in U S Bankruptcy Court, Wilmington, DE, under Chapter 11 of the United States Bankruptcy Act, docket # 02-10341. On June 11, 2003, the bankruptcy was converted to a Chapter 7.

RAND CURRIER. Antecedents not available.

PAUL STUTZMAN. Antecedents not available.

JOHN PRINNER. Antecedents not available.

MARK PRENDERGAST. Antecedents not available.

SANA SHEIKH. Antecedents not available.

Business address has changed from 2 Adams Pl, Braintree, MA, 02184 to 234 Copeland St, Quincy, MA, 02169.

Business address has changed from 234 Copeland St, Quincy, MA, 02169 to 100 Newport Avenue Ext, Quincy, MA, 02171.

SPECIAL EVENTS

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There are no special events recorded for this business.

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Financials

Source: D&B | Currency: All figures shown in USD unless otherwise stated

INCOME STATEMENT

Income Statement data is not available for this company.

BALANCE SHEET

Balance Sheet data is not available for this company.

FINANCIAL RATIOS

Solvency	**Fiscal Consolidated 12-31-2012**
Current Ratio	1.4
Quick Ratio	0.7
Current Liabilities To Net Worth (%)	241.5
Total Liabilities/Net Worth (%)	256.6
Fixed Assets To Net Worth (%)	21.8

Efficiency	**Fiscal Consolidated 12-31-2012**

Profitability	**Fiscal Consolidated 12-31-2012**
Return On Net Worth (%)	394.1
Return On Assets (%)	110.5
Return On Sales (%)	25.5

COMPANY PROFILE

COMPANY OVERVIEW

D-U-N-S 11-177-7939	**Mailing Address** 100 Newport Ave Ext, Quincy MA 02171, US	**Annual Sales** -
Business Form Corporation (US)	**Telephone** (617) 933-5500	**Employees** 2,116
Date Incorporated -	**Fax** -	**Age (Year Started)** 22 years (2002)
State of Incorporation Delaware	**Website** www.granitenet.com	**Named Principal** ROBERT HALE JR, MNG MBR
Ownership -	**Line of Business** Telephone communications	**SIC** 4813

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OWNERSHIP

FAMILY TREE SUMMARY

Members in the Tree	Subsidiaries of this Company	Branches of this Company
8	0	7

FAMILY TREE

- HQ **Granite Telecommunications, Llc** 111777939 Quincy, MA
  - B **Granite Telecommunications, Llc** 126539787 New York, NY
  - B **Granite Telecommunications, Llc** 146916668 Atlanta, GA
  - B **Granite Telecommunications, Llc** 167862940 West Palm Beach, FL
  - B **Granite Telecommunications, Llc** 146916619 Lincoln, RI
  - B **Granite Telecommunications, Llc** 117538121 Mc Lean, VA
  - B **Granite Telecommunications, Llc** 089417636 Elk Grove Village, IL
  - B **Granite Telecommunications, Llc** 058194097 Murfreesboro, TN

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6.6 ADDITIONAL AGREEMENTS SUPPLIER WILL REQUIRE PARTICIPATING AGENCIES TO SIGN

Granite has included a sample Letter of Agency below, but services will be subject to the terms of the resulting contract as well as the terms in https://www.granitenet.com/legal/ that will always have the most up-to-date versions of its agreements.

GOVERNMENT ACCOUNT FORM AND LETTER OF AGENCY

MULTI-SERVICES

Sales Rep:

Order Date:

CUSTOMER INFORMATION

Company/Business Name ("Customer"):

Billing Telephone Number:

Designated Contact:

Contact Phone Number:

Service Address (Street/Suite): See **Appendix A-1** or as otherwise provided.

Mailing/Billing Address (Street/Suite):

City:

State/Zip Code:

Additional Comments/Notes (if any):

AGREEMENT AND AUTHORIZATION

By signing this Government Account Form and Letter of Agency ("LOA"), Customer (a) engages Granite Telecommunications, LLC and/or its affiliates ("Granite") to provide Services as set forth in **Appendix A** and **Appendix A-1**, attached hereto and incorporated herein, and such other Services as Customer may order from time to time and (b) authorizes and appoints Granite to act as its agent solely for the purposes of handling all arrangements for establishing, converting, ordering, changing and/or maintaining such Services, and to take such other actions as are reasonably necessary to provide such Services and as Customer may request from time to time. Customer directs its current service provider(s), if any, to work with Granite to affect these changes.

Services under this LOA shall be for (INSERT TERM LENGTH).

The Terms of Service set forth at www.granitenet.com/Legal (as such may be modified from time to time, the "Terms of Service"), hereby incorporated by reference, sets forth the rights and responsibilities of Customer and Granite with regard to Services to be provided and other important topics. If Customer does not agree to the Terms of Service, the authorized representative of Customer should not sign this LOA. *The Customer Disclosures attached hereto are an integral part of this LOA. This LOA is confidential and may not be disclosed to third parties.*

SIGNATURE

The undersigned is authorized to sign on behalf of Customer and Customer agrees to be bound by the Terms of Service. This LOA is effective as of the date of execution below.

Customer

By:_____
Print Name:
Title:_____
Date:

Signing this Government Account Form and Letter of Agency will result in a change of service provider(s).

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CUSTOMER DISCLOSURES

INTERNET-BASED SERVICE

Customer acknowledges and agrees that certain Internet Based Services (which for purposes of this Customer Disclosure, includes, but is not limited to, Hosted PBX, SIP Trunking, SIP PRI, Hosted Voice, Virtual Auto Attendant and Virtual Voicemail Services), ordered through Granite may not operate in the same manner as traditional wireline phone service and that the following terms and conditions apply with respect to such Internet-Based Services: (a) such services are designed only for use with a compatible PBX or similar advanced telephone system; (b) such services only support Granite's local, intralata toll, interstate long distance and International voice services; (c) such services DO NOT support auto dialers, predictive dialers, telemarketing applications, and elevator lines (only POTS lines, or POTS replacement services with these specific functionalities, such as EPIX, should be used for these purposes); (d) a qualified vendor must install the equipment and service at Customer's sole expense and Granite will not process any order without a qualified vendor involved in the installation process; and (e) Granite requires that Customer provide a complete list of all phone numbers to be ported, any numbers omitted from the list may result in those numbers not being ported at the time of circuit turn-up. Granite will attempt to retrieve CSRs from the existing carrier(s), but cannot guarantee its ability to obtain such CSRs. Customer agrees to provide Granite with complete CSRs, if requested.

CUSTOMER ACKNOWLEDGES AND AGREES THAT SOME OF THE SERVICES PROVIDED BY GRANITE ARE INTERNET-BASED SERVICES AND THAT 911 SERVICES ON INTERNET-BASED SERVICES ARE DIFFERENT THAN THAT OF TRADITIONAL WIRELINE SERVICE. FOR BASIC 911 OR E911 TO BE ACCURATELY ROUTED TO THE APPROPRIATE EMERGENCY RESPONDER, CUSTOMER MUST PROVIDE GRANITE WITH THE TELEPHONE NUMBER(S) ASSOCIATED WITH SUCH INTERNET-BASED SERVICES FOR THE REGISTERED ADDRESS.

CUSTOMER ACKNOWLEDGES THAT INTERNET-BASED SERVICES PROVIDED BY GRANITE MAY NOT SUPPORT BASIC 911 OR E911 DIALING IN THE SAME MANNER AS TRADITIONAL WIRELINE PHONE SERVICE. CUSTOMER AGREES TO INFORM THIRD PARTIES OF THE POTENTIAL COMPLICATIONS ARISING FROM BASIC 911 OR E911 DIALING. SPECIFICALLY, CUSTOMER ACKNOWLEDGES AND AGREES TO INFORM ALL EMPLOYEES, GUESTS, AND OTHER THIRD PERSONS WHO MAY USE SUCH INTERNET-BASED SERVICES THAT BASIC 911 AND E911 SERVICES WILL NOT FUNCTION IN THE CASE OF A SERVICE FAILURE FOR ANY OF THE FOLLOWING REASONS: (A) POWER FAILURES; (B) SUSPENDED OR TERMINATED INTERNET ACCESS SERVICE; (C) SUSPENSION OF SERVICES DUE TO BILLING ISSUES; AND/OR (D) ANY OTHER SERVICE OUTAGES NOT DESCRIBED HEREIN. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT FAILURE TO PROVIDE A CORRECT PHYSICAL ADDRESS IN THE REQUISITE FORMAT MAY CAUSE ALL BASIC 911 OR E911 CALLS TO BE ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER. FURTHERMORE, CUSTOMER RECOGNIZES THAT USE OF SUCH INTERNET-BASED SERVICES FROM A LOCATION OTHER THAN THE LOCATION TO WHICH SUCH SERVICE WAS ORDERED, I.E., THE "REGISTERED ADDRESS," MAY RESULT IN BASIC 911 OR E911 CALLS BEING ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER.

CUSTOMER IS REQUIRED TO REGISTER THE PHYSICAL LOCATION OF THEIR EQUIPMENT (I.E., IP PHONE, SOFTPHONE, DIGITAL TELEPHONE ADAPTER OR VIDEOPHONE, ETC.) WITH GRANITE AND AGREES TO UPDATE, AND PROVIDE PRIOR WRITTEN NOTICE TO, GRANITE OF THE LOCATION OF SUCH EQUIPMENT WHENEVER THE PHYSICAL LOCATION OF SERVICE FOR A PARTICULAR TELEPHONE NUMBER CHANGES.

TO THE EXTENT THAT GRANITE PROVIDES INTERNET-BASED SERVICES WHICH CUSTOMER UTILIZES FOR TRANSMISSION OF ALARM SYSTEM SIGNALS, CUSTOMER ACKNOWLEDGES THAT GRANITE IS NOT RESPONSIBLE FOR THE FUNCTIONALITY OF SUCH ALARM SYSTEMS AND SIGNALS. CUSTOMER UNDERSTANDS THAT INTERNET-BASED SERVICES ARE NOT INFALLIBLE. CUSTOMER SPECIFICALLY ACKNOWLEDGES THAT GRANITE DOES NOT REPRESENT OR WARRANT THAT THE TRANSMISSION OF ALARM SIGNALS WILL NOT BE INTERRUPTED, CIRCUMVENTED OR COMPROMISED. IF INTERNET BASED SERVICES ARE NOT OPERATIVE, NO ALARM SIGNALS CAN BE RECEIVED BY THE MONITORING STATION. CUSTOMER UNDERSTANDS THAT INTERNET-BASED SERVICES MAY BE IMPAIRED OR INTERRUPTED BY ATMOSPHERIC CONDITIONS, INCLUDING ELECTRICAL STORMS, POWER FAILURES OR OTHER CONDITIONS AND EVENTS BEYOND GRANITE'S CONTROL. THE USE OF INTERNET-BASED SERVICES MAY PREVENT FROM THE TRANSMISSION OF ALARM SIGNALS AT ANY TIME, AND/OR INTERFERE WITH THE TELEPHONE LINE-SEIZURE FEATURES OF CUSTOMER'S ALARM SYSTEM. IN THE EVENT CUSTOMER ELECTS TO USE INTERNET-BASED SERVICES FOR ALARM LINES; CUSTOMER IS RESPONSIBLE FOR HAVING THESE SERVICES TESTED BY AN AUTHORIZED ALARM INSPECTION COMPANY TO ENSURE SIGNAL TRANSMISSION FEATURES ARE OPERATIONAL. THESE FEATURES INCLUDE BUT ARE NOT LIMITED TO PROPER FUNCTIONING OF LINE SEIZURE AND THE SUCCESSFUL TRANSMISSION OF SIGNALS TO THE MONITORING STATION. CUSTOMER ACCEPTS FULL RESPONSIBILITY FOR ALARM SYSTEM COMPLIANCE WITH THE AUTHORITY HAVING JURISDICTION.

CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER SHALL BEAR THE SOLE RESPONSIBILITY OF INFORMING THIRD-PARTIES OF POTENTIAL CALL RECORDING USING THE INTERNET-BASED SERVICES.

_____

Initialed by Authorized Signer

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Appendix A

Services Selected
(Select one or more of the below Services)

- ☐ Voice Services (POTs, Long Distance, Local and LD T1 and PRI)
- ☐ Broadband Services
- ☐ Access Services (e.g., MPLS and Dedicated Internet Access Services)
- ☐ VoIP Services (Hosted PBX, SIP Trunking, SIP PRI, Hosted Voice, Voice over Cable, Virtual Auto Attendant and Virtual Voicemail Services)
- ☐ Mobility Services (Mobility Data and Mobility Voice)
- ☐ Granite Grid Services
- ☐ Conferencing Services (Audio Conferencing and Web Conferencing)
- ☐ Granite Guardian Services (i.e., managed services including SD-WAN)
- ☐ Analog Replacement Services (e.g., EPIK)
- ☐ Granite Switched Ethernet (GSE) Services
- ☐ Other Services (List): _____
  _____

Note 1: Unless otherwise noted herein, in addition to these rates and charges set forth in this LOA (a) certain other rates and charges may apply, as provided for by tariff, the FCC or other governmental entity, or other regulation or requirements and (b) Customer will pay to Granite all applicable taxes (including sales, use and excise taxes). In the event that Customer elects additional services, additional fees may apply. Customer acknowledges that it will be charged in accordance with the rates and plans listed on Appendix A-1, attached hereto and incorporated herein, plus any and all additional charges as may be set forth in the Terms of Service.

Note 2: See quote and other documents attached hereto as Appendix A-1 for specific details related to Services ordered.

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Appendix A-1

Service Locations and Specifics
(Each location MUST have detailed information in order for services to be provided.)
(List additional locations/details on a separate sheet if needed.)

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CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: February 23, 2026

Presenter's Name and Title: Vanessa J. Sauveur, Information Systems Manager

Prepared By: Vanessa J. Sauveur, Information Systems Manager

Temp. Reso. Number: 8636

Item Description: Temp. Reso. #R8636 RECOMMENDING THE APPROVAL OF THE RENEWAL OF SECURITY SOFTWARE LICENSES AND MAINTENANCE SERVICES FROM MISSION CRITICAL SYSTEMS, LLC, IN THE AMOUNT OF $142,538 FOR FISCAL YEAR 2026, UTILIZING PROCUREMENT EXEMPTION 2-413(11)(C). (Vanessa J. Sauveur, Information Systems Manager)

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Instructions for the Office of the City Clerk: Please collect signatures at the Dais.

Public Notice – As required by the Sec. ___ of the City Code and/or Sec. ___, Florida Statutes, public notice for this item was provided as follows: on _____ in a _____ ad in the _____; by the posting the property on _____ and/or by sending mailed notice to property owners within ____ feet of the property on _____ (fill in all that apply)

Special Voting Requirement – As required by Sec. _____, of the City Code and/or Sec. ____, Florida Statutes, approval of this item requires a _____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: Funding of $142,538 is available in the Information Technology Fund, GL Account 504-58-580-516-000-603425, Software License and Maintenance.

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR8636**

CITY OF MIRAMAR
INTEROFFICE MEMORANDUM

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Dr. Roy L. Virgin, City Manager

BY: Clayton Jenkins, Information Technology Director

DATE: February 12, 2026

RE: Temp. Reso. No. 8636 recommending the approval of the renewal of security software licenses and maintenance services from Mission Critical, L.L.C.

RECOMMENDATION: The City Manager recommends approving Temp. Reso. No. 8636 for the renewal of security software licenses and maintenance services from Mission Critical, L.L.C., in the amount of $142,538 for Fiscal Year 2026, utilizing Procurement Exemption 2-413(11)(c).

ISSUE: City Commission approval is required for expenditures exceeding $75,000 per vendor in accordance with City Code Section 2-412(a)(1).

BACKGROUND: The City uses security software to monitor, protect, and manage sensitive data across its network. This software provides advanced capabilities for detecting and mitigating insider threats, preventing data breaches, and addressing a wide range of cybersecurity risks.

DISCUSSION: Renewing security software licenses and maintenance services for one year is critical to maintain continuous monitoring and robust protection of the City's data against evolving cyber threats.

Pursuant to City Code Section 2-413(11)(c), renewal of software license and maintenance services are exempt from competitive bidding.

ANALYSIS: Funding of $142,538 is available in the Information Technology Fund, GL Account 504-58-580-516-000-603425, Software License and Maintenance.

Temp. Reso. No. 8636
2/23/26
2/12/26

CITY OF MIRAMAR
MIRAMAR, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE RENEWAL OF SECURITY SOFTWARE LICENSES AND MAINTENANCE SERVICES FROM MISSION CRITICAL SYSTEMS, LLC, IN THE AMOUNT OF $142,538, FOR FISCAL YEAR 2026, UTILIZING PROCUREMENT EXEMPTION 2-413(11)(C); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is committed to maintaining robust cybersecurity measures to protect sensitive data and ensure operational integrity;

WHEREAS, Section 2-412(a)(1) of the City Code provides that all commodities or services provided by a single vendor in excess of $75,000 must be formally approved by the City Commission;

WHEREAS, the City uses security software to monitor, protect, and manage sensitive data across its network, whichprovides advanced capabilities for detecting and mitigating insider threats, preventing data breaches, and addressing a wide range of cybersecurity risks; and

WHEREAS, renewing security software licenses and maintenance services for one year is critical to maintain continuous monitoring and robust protection of the City's data against evolving cyber threats;

WHEREAS, pursuant to City Code Section 2-413(11)c, the renewal of software license and maintenance services is exempt from competitive bidding;and

WHEREAS, the City Manager recommends approving Temp. Reso. No. 8636 for the renewal of security software licenses and maintenance services from Mission Critical, LLC, in the amount of $142,538 for fiscal year 2026, utilizing Procurement Exemption 2-413(11)(c); and

WHEREAS, the City Commission deems it to be in the best interest of the residents and citizens of the City of Miramar to approve the renewal of security software licenses and maintenance services from Mission Critical, LLC, in the amount of $142,538 for fiscal year 2026, utilizing Procurement Exemption 2-413(11)(c).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: the City Commission approves the renewal of security software licenses and maintenance services from Mission Critical, LLC, in the amount of $142,538 for fiscal year 2026, utilizing Procurement Exemption 2-413(11)(c).

Section 3: That the appropriate City officials are authorized to do all things necessary and expedient in order to carry out the aims of this Resolution.

Section 4: That this Resolution shall become effective upon adoption.

PASSED AND ADOPTED this _____ day of _____, _____.

_____
Mayor, Wayne M. Messam

_____
Vice Mayor Yvette Colbourne

ATTEST:

_____
City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

_____
City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

Requested by Administration	**Voted**
Commissioner Maxwell B. Chambers	_____
Commissioner Avril Cherasard	_____
Vice Mayor Yvette Colbourne	_____
Commissioner Carson Edwards	_____
Mayor Wayne M. Messam	_____

CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: February 23, 2026

Presenter's Name and Title: Jinsheng Huo, Ph.D., P.E., BCEE, Assistant Director of Utilities, on behalf of the Utilities Department, and Alicia Ayum, Director of Procurement on behalf of the Procurement Department

Prepared By: Jinsheng Huo, Ph.D., P.E., BCEE, Assistant Director of Utilities

Temp. Reso. Number: 8622

Item Description: Temp. Reso. #R8622 APPROVING THE PURCHASE OF PARTS AND SERVICES FROM PARKSON CORPORATION FOR BAR SCREENS AND BACKWASH SAND FILTERS AT THE WASTEWATER RECLAMATION FACILITY USING THE APPROVED SOLE SOURCE JUSTIFICATION IN A TOTAL AMOUNT OF $198,988, AND FOR A TOTAL EXPENDITURE OF $253,655 FOR THE FISCAL YEAR 2026. (Assistant Director of Utilities Jinsheng Huo and Procurement Director Alicia Ayum)

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Instructions for the Office of the City Clerk: N/A

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ___, Florida Statutes, public notice for this item was provided as follows: on _____ in a _____ ad in the _____; by the posting the property on _____ and/or by sending mailed notice to property owners within ____ feet of the property on _____ (fill in all that apply)

Special Voting Requirement – As required by Sec. _____, of the City Code and/or Sec. ____, Florida Statutes, approval of this item requires a _____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: Funding in the amount of $198,988 is available in Utilities, GL-Account 410-55-555-535-000-603400 Other Contractual Services."

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR8622**
- **Attachment(s)**
  - **Attachment 1: New quotes of $198,988 ($143,171+$55,817) from Parkson Corporation**
  - **Attachment 2: Approved Sole Source Justification Form**

CITY OF MIRAMAR
INTEROFFICE MEMORANDUM

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Dr. Roy L. Virgin, City Manager

BY: Francois Domond, P.E., Director of Utilities

DATE: February 12, 2026

RE: Temp. Reso. No. 8622 Purchase of parts and services from Parkson Corporation

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RECOMMENDATION: The City Manager recommends the approval of the purchase of parts and services from Parkson Corporation for Bar Screens and Backwash Sand Filters at the Wastewater Reclamation Facility, using the approved sole source justification form in a total amount of $198,988, and for a total expenditure of $253,655 for the Fiscal Year 2026.

ISSUE: City Commission approval is required for expenditures exceeding $75,000 in accordance with City Code Section 2-412(a)(1).

BACKGROUND: The City of Miramar Utilities Department ("City") is responsible for the operation and maintenance of the Wastewater Reclamation Facility ("WWRF"). Periodic maintenance of both Bar Screens and Backwash Sand Filters is needed to ensure effective, reliable operation and meet regulatory requirements.

DISCUSSION: The City of Miramar intends to use the approved sole-source justification form to purchase parts and services from Parkson Corporation for a total of $198,988. The proposed purchases include $ 143,171 for Bar Screens Refurbishment/Reconditioning and $55,817 for Sand Filter Units #3 and #4 Reconditioning. The total expenditure will be $253,655 for the Fiscal Year 2026. The detailed breakdowns of the purchases, including the proposed ones, are listed in Table 1.

Table 1. Purchases from the vendor (Parkson Corporation).

Date	PO #	Amount
10/22/2025	260384	$1,850
11/10/2025	260681	$52,817
	Total for FY26	**$54,667**
Proposed New Purchases		$198,988
New Total for FY26		**$253,655**

ANALYSIS: The purchase is critical for the operations, as it provides essential preventive maintenance and replaces aging or broken parts for the Bar Screens and Backwash Sand Filters at the Wastewater Reclamation Facility.

Funding in the amount of $198,988 is available in Utilities, GL-Account 410-55-555-535-000-603400 Other Contractual Services."

Temp. Reso. No. 8622
1/8/26
2/10/26

CITY OF MIRAMAR
MIRAMAR, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE PURCHASE OF PARTS AND SERVICES FROM PARKSON CORPORATION FOR BAR SCREENS AND BACKWASH SAND FILTERS AT THE WASTEWATER RECLAMATION FACILITY USING THE APPROVED SOLE SOURCE JUSTIFICATION IN A TOTAL AMOUNT OF $198,988, AND FOR A TOTAL EXPENDITURE OF $253,655 FOR THE FISCAL YEAR 2026; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miramar Utilities Department ("Department") is responsible for the operation and maintenance of the Wastewater Reclamation Facility ("WWRF"), which includes periodical maintenance of both Mechanical Bar Screens and Backwash Sand Filters needed to ensure effective and reliable operations of the systems and to meet regulation requirements; and

WHEREAS, the Department would like to use the approved sole source justification form to purchase the parts and services from Parkson Corporation in a total amount of $198,988; and

WHEREAS, the proposed purchases include $143,171 for Bar Screens Refurbishment/Reconditioning and $55,817 for Sand Filter Units #3 and #4 Reconditioning for a total expenditure of $253,655 for Fiscal Year 2026; and.

WHEREAS, Section 2-412(a)(1) of the City Code provides that all commodities or services purchased by a single department from a single vendor in excess of $75,000 must be formally approved by the City Commission; and

WHEREAS, the City Manager recommends that the City Commission approves the purchase of parts and services from Parkson Corporation for Bar Screens and Backwash Sand Filters at the Wastewater Reclamation Facility using the approved sole source justification form in a total amount of $198,988, and for a total expenditure of $253,655 for Fiscal Year 2026; and

WHEREAS, The City Commission deems it to be in the best interest of the citizens and residents, of the City of Miramar, to approve the purchase of parts and services from Parkson Corporation for Bar Screens and Backwash Sand Filters at the Wastewater Reclamation Facility using the approved sole source justification form in a total amount of $198,988, and for a total expenditure of $253,655 for the Fiscal Year 2026; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That the City Commission approves the purchase of parts and services from Parkson Corporation for Bar Screens and Backwash Sand Filters at the Wastewater Reclamation Facility using the approved sole source justification form in a total amount of $198,988, and for a total expenditure of $253,655 for Fiscal Year 2026.

Section 4: That the appropriate City officials are authorized to do all things necessary and expedient in order to carry out the aims of this Resolution.

Section 5: That this Resolution shall become effective upon adoption.

PASSED AND ADOPTED this _____ day of _____, _____.

_____
Mayor, Wayne M. Messam

_____
Vice Mayor, Yvette Colbourne

ATTEST:

_____
City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

_____
City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

Requested by Administration	**Voted**
Commissioner Maxwell B. Chambers	_____
Commissioner Avril Cherasard	_____
Vice Mayor Yvette Colbourne	_____
Commissioner Carson Edwards	_____
Mayor Wayne M. Messam	_____

Parkson
Treating Water Right
MRI SCHREIBER FilterONE USA HYCOR

CORPORATE OFFICE
1401 W. Cypress Creek Rd., Ste. 100
Fort Lauderdale, FL 33309
Phone 954.974.6610
Fax 954.974.6182

Quotation

NUMBER: B02011860 Rev 3

DATE: January 13, 2026

TO: City of Miramar
13900 Pembroke Road
Miramar, FL
Attn: Bruce Tross
Tel: 954 548-0123
E-Mail: batross@miramarfl.gov

REF.: Project Name: Miramar
Project Location: Miramar, FL
Original Serial #: 200644 and 210062
Rebuild #: P02011298/P02010539

Parkson Corporation proposes the reconditioning of your existing Aqua Guard® Continuous Self-Cleaning Bar/Filter Screen and is pleased to provide this ***Rebuild/Retrofit Quotation*** for the following:

ITEM 1 AQUA GUARD SELF-CLEANING BAR/FILTER SCREEN

# Existing Units:	2
Unit #:	P0201129802 and P0201129803
Model:	**AG-MN-A**

1.A Existing Equipment:

Description

Screen Width:	2 ft. 10-1/2 in.
Solids Discharge Height:	14 ft.
[as measured from the bottom of the channel to the discharge point]	
Screen Angle:	75 º
Screen Opening:	3 mm
Application / Industry:	Municipal

Materials of Construction

Elements:	high impact polycarbonate alloy
Frame:	316 SS
Conveyor Chain:	316/410
Filter Element Shafts:	316 SS
Side Plate:	high impact phenolic

1.B The following parts are recommended for replacement for West and East Units:

P02010539	B02011860
Miramar, FL	
AG-MN-A, 2'-10.5" x 14'DH, 75°, 3mm, 316SS	
Item Description	**Quantity**
Crane	2
Upper Guide Rail, 316ss	0
Guide Rail Mounting Spacer, 316ss	0
Lower Guide Rail, 316s	2
Guide Rail Mounting Spacer, 316ss	4
Guide Rail Assembly, 316ss AS/OH	0
Rotating Brush	1
Discharge Pan Seal	1
Side Seal, Brush, Neoprene	2
Filler Plates, 316ss	2
Flange Bearing, Brush	2
Pillow Block, Take-up	2
Flange Bearing, Drive shaft	1
Bushing,	1
Bushing,	1
Sprocket, Brush	1
Sprocket, Drive shaft	1
#40 Chain with Master Link	1
Chain Tightener	1
Gearbox Cover (EAST UNIT)	1
Compactor (One Unit)	
Motor, 2HP, TEFC, Inverter Duty	1
Reducer, EHYJS-A6105Y-F4-74-145TC-2 3/16”	1
Nameplates & Labels Set	1
Front Seal	
Brush, Strip, 2"	1
Brush, Strip, 3"	1
Screen Assembly (West Unit)	
Filter Elements, 3mm	7467
Snap Ring	228
Filter Shaft, hollow	114
Conveyor Chain	228
Washer	114
Side Plate	228

Screen Components (East Unit)	
Snap Ring	114
Washer	57
Side Plate	114
Filter Elements, 3mm	50

ITEM 2 OFFERINGS - PURCHASE PRICE

2.A Parkson Certified On-site Rebuild with OEM Parts & Technicians ……$143,171.00 USD

1. To ensure work site safety, customer/owner is responsible for removing unit from the channel, placing unit on a level surface, thoroughly cleaning, pressure washing, disinfecting the unit, and reinstalling unit in channel.
2. All parts listed in [1B] above.
3. Customer to supply Oil EP2 for the gearbox. Parkson will change the oil on both AG Bar Screens with this rebuild.
4. Parts will be shipped F.O.B. Factory, freight included to jobsite.
5. Removal and reinstallation of the unit in the channel is excluded.
6. Work performed by Parkson authorized field technicians, who will test run equipment at completion of rebuild.
7. Taxes excluded.

Rebuild / Start-Up Assistance - Included

Parkson will furnish one certified crew as required to rebuild unit, provide start-up and operator training. Dates of service to be scheduled upon receipt of Buyer's written request.

Additional start-up service can be purchased for $1,850 per day plus travel and living expenses.

ITEM 3 SCHEDULE, VALIDITY, PAYMENT TERMS

3.A Schedule

- Submittal Phase not required on this project.
- Parts availability: 13-15 weeks following receipt of acceptable written Purchase Order.
- Field/on-site rebuild is expected to occur approximately 4-6 weeks after all replacement parts are delivered to the jobsite, subject to mutually approved scheduling. (Prior commitments may dictate schedule variations). However, in no event shall Parkson be the sole cause of delaying the scheduled start of the rebuild more than 90 days after parts delivery.

3.B Validity:

Price is valid for thirty (30) calendar days from Quotation date, for shipment of Equipment within the timetable stated above.

4.C Payment Terms:

- 25% with order, 65% upon shipment of parts; 10% upon rebuild completion, NTE 90-days after shipment should rebuild be delayed by other than Parkson.

All payments are NET 30 days.

COMMERCIAL ITEMS

WARRANTY

As defined in Section XVI on the attached Standard Conditions of Sale, Parkson offers a one (1) year mechanical warranty for all new parts installed on the Aquaguard by an on-site certified rebuild.

Installation labor of parts or parts not ordered as part of a rebuild package have a 90-day warranty.

DRAWINGS AND INSTALLATION, OPERATION AND MAINTENANCE (IO&M) MANUALS:

1. Approval Drawings: Not required
2. Certified Drawings: Not required
3. IO&M Manuals: Not required

TERMS AND CONDITIONS:

This Quotation is governed by and subject to Parkson's Standard Conditions of Sale, which are incorporated by reference and accessible at: *http://www.parkson.com/files/documents/Sales-conditions.pdf*

PATENTS:

The Equipment and/or process quoted herein may operate under one or more U.S. patents. The Purchase Price includes a one-time royalty payment (if any), which provides the Buyer with immunity to operate the Equipment specified in the Quotation under any applicable patents.

CLARIFICATIONS AND EXCEPTIONS:

Parkson is not in receipt of any plans and specifications. The equipment quoted above is based upon Parkson's current standards and may or may not comply with any specification that may exist. Parkson reserves the right to revise this quotation upon receipt of any plans and specifications.

BUYER / OWNER RESPONSIBILITY UNLESS OTHERWISE STATED:

Getting the Unit ready for the Rebuild/Retrofit

- Upon disassembly in our shop or on-site, if any unforeseen parts or structural repairs are discovered, Parkson Corporation will notify the customer prior to commencement of any repairs which will be beyond the originally quoted scope. The costs for these items and any time extension will be added to the scope of work.
- Removal and installation of Aqua Guard unit in channel, includes and is not limited to:
  1. High pressure washing of the unit / removal of all solids. Additional charges and delays will occur if it is necessary for our crew / factory to send equipment out for cleaning and solids disposal.
  2. Disassembling from adjoining equipment / electrical / controls.
  3. Disconnecting shower water connections and water supply.
  4. Disconnecting controls / electrical connection and interconnecting wiring removal (including any of the following, but not limited to: E-stop button, solenoids, motors, interlock switches, wiring and conduit from each unit-mounted electrical device to a terminal box or control panel).
  5. Removing piping connections, platforms, gratings and railings unless stated otherwise.
  6. Removing any other auxiliary equipment or service not detailed above.
- Readiness of the equipment before requesting [rebuild or start-up] service. Non-readiness may result in additional charges.

Getting the Site ready for the Rebuild/Retrofit (Personnel Safety is of utmost importance)

- Provide a safe work area around the equipment.
  7. If the rebuild is performed with the unit in the channel; customer/owner to cover the channel with minimum ¾" plywood and ensure it is properly secured.
  8. If unit is tilted out of the channel customer/owner to supply a brace (spanning the channel) sufficient enough to support the weight of the unit while it is being rebuilt.
  9. Whenever possible, unit should be staged away a safe distance away from any currently utilized equipment and/or work areas.
- Provide proper ventilation inside the building
- Care and storage of rebuild components upon receipt at customer site.
- Unloading of replacement parts when they arrive on site.
- Delivered material needs to be stored at the same elevation and within 10 feet of the screen (if applicable)
- Redirect channel flow.
- Provide clean, dry channel.
- Old parts weighing 50 lbs or more should be loaded on a customer supplied forklift (or equal) in order to place them in a customer supplied dumpster.

Customer must Provide:

- At a minimum a forklift and possibly a crane / hoist.
- Manlift, ladders
- Dumpster for all old parts [on-site rebuild only].

NOTE REGARDING PREVALING WAGES: Parkson, as the original equipment manufacturer, will be servicing/reconditioning its own proprietary equipment, which service may contain our proprietary trade secrets and know-how. No craft or trade would be appropriate for apprentices related to this work. If the

awarding body requires apprenticeship coverage, then Parkson would need to amend its quoted pricing and completion time.

- Please return one signed copy of this quotation and Purchase Order to Parkson Corporation at the address below. Refer to this quotation, date, and related correspondence.

Issued By: Carlos Robaina

PARKSON CORPORATION
1401 West Cypress Creek Road, Ste. 100
Fort Lauderdale, FL 33309

Name: Marty Unger
Title: Regional Sales Manager
Phone: 954 383-1757
E-Mail: munger@parkson.com

Date: 1-9-2026

Accepted By: (Herein called the Buyer)

Title:
Date:

Local Rep: Eric Peters, PE
MTS Environmental
941-773-5051
www.mts-florida.com

cc:

2/13/25 evs

Parkson
Treating Water Right

Quotation

NUMBER: B01502223

DATE: December 31, 2025

TO: City of Miramar WWTF
13900 Pembroke Road
Miramar, FL 33027
Attn: Bruce Tross
Tel: 954-980-9710
Fax:
E-Mail: batross@ci.miramar.fl.us

REF.: Project Name: DSF Reconditioning
Project Location: Miramar, FL
Original Serial #: 151069
Rebuild #: B01502223

Parkson Corporation proposes the reconditioning of your existing DynaSand® Continuous Backwash Sand Filter Modules and is pleased to provide this ***Rebuild/Retrofit Quotation*** for the following:

ITEM 1 DYNASAND® CONTINUOUS BACKWASH SAND FILTER MODULES

Units to be cleaned: Two (2) Cells / Ten (10) Modules
Unit #: 3 & 4
Model: **DSF-50 SBTF**

1.A Existing Equipment :

Materials of Construction:

1.	Bottom cone:	FRP
2.	Sand distribution cone:	304L SS
3.	Feed distribution radials:	304 SS
4.	Sand washer labyrinth:	High Density Polyethylene
5.	Reject compartment:	FRP
6.	Reject weirs:	Polypropylene
7.	Reject supports:	Aluminum
8.	Airlift housing:	304 SS
9.	Airlift pump assembly:	PVC
10.	Internal pipe connections:	Rubber with stainless steel clamps
11.	Feed pipe:	304 SS
12.	Reject and drain piping:	PVC
13.	Nuts, bolts and fasteners:	304 SS
14.	Anchor bolts:	304 SS
15.	Grating:	Aluminum
16.	Grating supports:	Aluminum
17.	Handrails:	Aluminum

Filter Media:

1.	Type:	Sand
2.	Filtration depth:	80"
3.	Effective size:	0.9 mm

Parkson
Treating Water Right

1.B **Reconditioning will consist of the following (per cell):**

DSF CLEANING - Cell # 3:

- Mobilization to site.
- Removal of all necessary Grading (as required).
- Pump sand/media from the Cell being worked on to storage bags along with being screened.
    1. **Storage bags will leak water. Please note that bags will need to be placed in an area where provisions exist to handle the drainage water.**
- Drain fluid (water) from each Cell.
- Inspection of the fiberglass components for damage – if damage is found then there will/may be additional cost for repairs.
- Clean lower cones of all solids/debris (foreign objects).
- Fill Cell with clean Plant effluent.
- Pump sand/media from Cell #2 to Cell #1 – the sand shall be screened during this task.
- Re-installation of all Grading (as required).
- Wash filtered media overnight with clean Plant effluent.
- Open feed inlet for Cell #1 and turn over operation of the Filter to the customer.

DSF CLEANING - Cell # 4:

- Removal of all necessary Grading (as required).
- Drain fluid (water) from Cell.
- Inspect and clean all radial arms.
- Fill Cell #2 with clean Plant effluent.
- Install Sand stored in bags from Cell #1 to Cell #2.
- Screen sand of larger particles/solids upon pumping.
- Re-installation of all Grading (as required).
- Wash Filtered media overnight with clean Plant effluent.
- Open feed inlet for Cell #2.

LABOR The labor required for the above cleaning service is included with this proposal. In addition, Parkson will supply a forklift.

Parkson
Treating Water Right

ITEM 2 OFFERINGS - PURCHASE PRICE

2.A Parkson Certified Reconditioning..... $55,817.00 USD

1. All labor listed in [1B] above.
2. Work performed by Parkson authorized field technicians, who will test run equipment at completion of rebuild.
3. Taxes excluded.
4. Engineering drawings excluded.

Schedule:

☐ Submittal Phase not required on this project.

☐ Field/on site cleaning will be within 6-8 weeks after acceptable purchase order (depending on Parkson certified technicians workload).

Validity - Price is valid for ninety (90) calendar days from Quotation date.

Payment Terms - 100% net 30 days from completion.

Start-Up Assistance - Included Technician(s) will test run equipment after cleaning is complete. Additional start up service can be purchased for $1,850 per day, plus travel and living expenses.

Parkson will furnish one certified crew as required to provide DSF reconditioning (cleaning) and operator training. Dates of service to be scheduled upon receipt of Buyer's written request.

ITEM 3 WARRANTY, DRAWINGS & MANUALS

3.A Mechanical Warranty:

As defined in Section XVI on the attached Standard Conditions of Sale, Parkson offers a one (1) year mechanical warranty for all new parts installed on the DynaSand® Continuous Backwash Sand Filter by an on-site certified reconditioning.

3.B Drawings and Installation, Operation and Maintenance (IO&M) Manuals:

1. Approval Drawings: Not required
2. Certified Drawings: Not required
3. IO&M Manuals: Not required

Manuals are available for $75 USD.

TERMS AND CONDITIONS:

This Quotation is governed by and subject to Parkson's Standard Conditions of Sale, which are incorporated by reference and accessible at: ***http://www.parkson.com/files/documents/AFM-terms.pdf***.

Parkson
Treating Water Right

BUYER/OWNER RESPONSIBILITY UNLESS OTHERWISE STATED:

- Upon cleaning on site if any unforeseen parts or structural repairs are required, Parkson Corporation will notify the customer prior to commencement of any repairs beyond original quoted scope. The costs for these items will be added to the scope of work.
- Isolation valves.
- Walkway, platforms, handrails, grating, and access ladders/stairs unless stated otherwise.
- Concrete and concrete design.
- Chemicals, chemical feed systems and instrumentation other than those detailed above.
- Automatic samplers or other test equipment and performance test.
- Readiness of the equipment before requesting [rebuild or start up] service. Non-readiness may result in additional charges.
- Compatibility of equipment materials of construction with process environment.
- Electrical connection and interconnecting wiring. Controls require 10 Amps at 110V.
- Interconnecting piping.
- Any other auxiliary equipment or service not detailed above.
- Dumpster for all old parts [on site rebuild].
- Care and storage of rebuild components upon receipt at customer site.

Please return one signed copy of this quotation and Purchase Order to Parkson Corporation at the address below. Refer to this quotation, date, and related correspondence.

Issued By:

PARKSON CORPORATION
1401 West Cypress Creek Road
Fort Lauderdale, FL 33309-1969

Marty Unger

Name: Marty Unger
Title: Regional Sales Manager
Phone: 954-383-1757
E-Mail: munger@parkson.com
Fax: 954-252-3775
Date: September 25, 2025

Accepted By: (Herein called the Buyer)

Name

Title:
Date:

Enclosures:

Local Rep: Eric Peters, PE
epeters@mts-florida.com
6502 Blue Grosbeak Circle
Lakewood Ranch, FL 34202
941-773-5051

Attachment 2

City of Miramar
SOLE SOURCE/PRODUCT STANDARDIZATION JUSTIFICATION FORM

	Department: Utilities
Recommended Vendor(s), if any Parkson Corp.	Date: 01/29/26
	Not-to-Exceed: $300,000.00
Estimated Hours for Consulting Engagement: N/A	Contact Person: Bruce Tross
[X] Ongoing Purchase	[ ] New Purchase
If an Ongoing/Replacement Purchase what was the prior year expenditure $ ___78,249_____	
Does this purchase request represent an increase or a decrease in utilization or price? (Please explain in detail) **The Purchase request is an increase from FY/25. The price increase is for servicing and repairs and replacing parts of the East and West Bar Screens at the WWRF. Also, with in an increase in our reclaimed production. The DynaSand Filters #3 & #4 will need to be serviced this year along with filters #5 & #6.**	

SECTION I

Completion of this form is required in advance of all Sole Source/Bid Waiver purchases (procurements) in excess of $2,500 from Miramar resident vendors or $1000 form all other vendors.

Check one of the following that best describes the proposed procurement:

[X] Only one source (supplier) exists for the required product/service ("sole source").
[ ] Product Standardization
[ ] Other reason deemed to be in the best interests of the City (Commission Approval Required)

1. In 'layman's terms', describe the required product or service that is being procured and the purpose or function. (Minimum 3 sentences required.)

Existing Parkson Corporation equipment, which consist of Parkson-DynaSand Continuous Backwash Filters and the Parkson Aqua guard Mechanical Bar Screens must be serviced from time to time as evidence through visual observations and engineered process indicators. Specialized parts and services are needed to restore the production to theses units to their original levels. The rehabbing of the mechanical bar screens will help in the reduction of the downstream side effects to the plant equipment and process operations. The servicing of the Dyna Sand filters will help in the continuous operations of the city's Reclaimed water supply to the Miramar residences.

Docusign Envelope ID: CBFDA9EA-3976-4B62-8142-C145AD54B475

2. If the particular product or service was not available or could not be procured, how would the department proceed with its work? (Minimum 3 sentences required.)

Equipment would continue to be placed in use, until the loss of functionality or water quality limits/standards set by the WWRF operating permits, state and local regulations can no longer be met. At that point, raw sewage from the collection system could not be treated at the WWRF and the reclaimed water would no longer be available for distribution to the residents and communities of Miramar. Please note that if permit requirements are not met, this would cause fines to be excessed to the city and jeopardize the health and safety of the Miramar residences.

3a. Explain why **the product/service** is the only product/service that can satisfy your requirements and explain why alternatives are unacceptable. Be specific with regard to unique specification, unique features, characteristics, requirements, capabilities and compatibility. Describe what steps have been undertaken to make this decision. (Minimum 4 sentences required.)

The Parkson-DynaSand Continuous Backwash Filters were manufactured by Parkson Corporation, who is the sole source provider for parts and services for their equipment. There is no authorized alternative vendor at the present time.

Sole Source

3b. Explain why this **vendor** is the only practicable available source from which to obtain this product or service and describe the efforts that were made to verify and confirm whether or not this is so. (Obtain and include a letter from the manufacturer confirming claims made by distributor of exclusive distributorships for the product or service, if, that is cited as a reason for this request.) (Minimum 3 sentences required.)

Sole Source Letter from Vendor attached.

Complete for Sole Source

Product Standardization

4. Explain why the product/service requested can best satisfy your requirements and explain why a waiver of competitive bidding is in the best interest of the city. Be specific with regard to unique specification, unique features, characteristics, requirements capabilities and compatibility. Describe what steps have been undertaken to make this decision. (Minimum 3 sentences required.)

Parkson Corporation is the factory sales/service representative.

.

Sole Source and Product Standardization

5. Provide a description of the market survey conducted and the results, or a statement of the reasons a market survey was not conducted. (Minimum 4 sentences required.)

Market survey was not conducted because this is the OEM sales/service representative and manufacturer for this equipment.

Docusign Envelope ID: CBFDA9EA-3976-4B62-8142-C145AD54B475

City of Miramar
SOLE SOURCE/PRODUCT STANDARDIZATION JUSTIFICATION FORM

6. Will this purchase obligate the city to a particular vendor/provider for future purchases? (Either in terms of maintenance that only this vendor will be able to perform and/or if we purchase this item. Will the City need more "like" items or services in the future to match this one?)

The Utilities Department will be using this vendor for parts and service in the future but will not be obligated by contractual agreement.

Complete for Sole Source and Product Standardization

7. Explain why the price for this product or service is considered to be fair and reasonable.

The parts for this equipment is considered fair and reasonable because the vendor provides complete inspection of equipment, parts and repairs as needed.

Complete for Sole Source and Product Standardization

8. Describe the negotiations efforts, if any, that have been made with the vendor/provider to obtain the best possible price.

Negotiation efforts have been made however vendor maintains that this is the best possible price.

9. Describe the actions the department will take, if feasible, to overcome the present barriers to competition prior to any future procurement of this product or service.

The Utilities Department will continue to use Parkson Corporation for the service and replacement parts to maximize their operational efficiency in meeting all regulatory requirements. However, staff will continue to be vigilant in identifying future competitive opportunities.

Docusign Envelope ID: CBFDA9EA-3976-4B62-8142-C145AD54B475

City of Miramar
SOLE SOURCE/PRODUCT STANDARDIZATION JUSTIFICATION FORM

PLEASE ALSO ATTACH ADDITIONAL SHEETS OR INFORMATION AS NEEDED

Name of the person who prepared this request and justification:

Name: Bruce A. Tross Position: Wastewater Plant Manager

Department: Utilities Date: 01/28/26

I hereby certify that the above request and Justification is accurate and complete to the best of my knowledge and belief.

Francois Domond — DocuSigned by: Francois Domond 40F1C123E258411... — 1/28/2026

Department Director (Print Name) Signature Date

For Procurement Department Use Only

This approval is effective for _____days

A good faith review of available sources has been conducted by:

☐ User Department ☐ Procurement Department ☐ Standards Committee

I concur that this contract is not suitable for competitive bids or proposals.

DocuSigned by: Alicia Ayum 1/28/2026

Chief Procurement Officer Date

1401 West Cypress Creek Road
Suite 100
Fort Lauderdale FL 33309-1969

Phone 1.888.PARKSON
Fax 954.974.6182

Date: January 12, 2026

City of Miramar
13900 Pembroke Road
Miramar, FL. 33027

Attn: Mr. Bruce Tross

Subject: Sole Source Letter

Subject Product: Aquaguard (Bar Screen) and Dynasand (Filter)

Dear Mr. Tross:

This document is to confirm that Parkson Corporation is the sole source provider for parts for the subject product. In addition, Parkson is the sole source provider of service and repairs for the subject product. Parkson Corporation is the original manufacturer/supplier of the subject product and is the only source for OEM replacement parts.

If you have questions regarding this issue, please contact Marty Unger at 954-383-1757.

Sincerely,

Parkson Corporation

CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: February 23, 2026

Presenter's Name and Title: Shaun Persad, Utilities Services Manager, and Alicia Ayum, Procurement Director

Prepared By: Shaun Persad, Utilities Services Manager, Utilities

Temp. Reso. Number: 8635

Item Description: Temp. Reso. #R8635 APPROVING AWARD OF INVITATION FOR BID NO. 26-002, ENTITLED "ARMED SECURITY GUARD SERVICES" TO SECURTEC OF FLORIDA LLC, IN AN ANNUAL AMOUNT NOT-TO-EXCEED $740,597.36, FOR AN INITIAL THREE (3) YEAR TERM WITH TWO (2) OPTIONAL ONE (1) YEAR RENEWAL PERIODS; AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN APPROPRIATE AGREEMENT. *(Shaun Persad, Utilities Service Manager and Alicia Ayum, Procurement Director).*

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Instructions for the Office of the City Clerk: Agreement to be signed at the Dias.

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ___, Florida Statutes, public notice for this item was provided as follows: on _____ in a _____ ad in the _____; by the posting the property on _____ and/or by sending mailed notice to property owners within ____ feet of the property on _____ (fill in all that apply)

Special Voting Requirement – As required by Sec. _____, of the City Code and/or Sec. ____, Florida Statutes, approval of this item requires a _____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: For FY26 the projected start date for services will be March 1, 2026. For FY26 Funding is available in Utilities Accounts 410-55-100-536-000-603455 – $127,964.06, 410-55-554-533-130-603455 – $127,964.06 and 410-55-554-533-140-603455 – $127,964.06 "Security Services", and funding in the amount of $48,122.95 is available in Building Planning and Zoning's account 001-41-404-524-000-603400 "Contract Svcs-Other". For FY27, funding will be available in the Utilities Accounts as follows: 410-55-100-536-000-603455 - $ 219,366.96; 410-55-554-533-130-603455 - $ 219,366.96 and 410-55-554-533-140-603455 - $ 219,366.96 "Security Services", and funding in the amount of $82,496.48 will be available from Building Planning and Zoning's account 001-41-404-524-000-603400 "Contract Svcs-Other" pending the approval of the FY27 budget.

Content:

- **Agenda Item Memo from the City Manager to City Commission**

- **Resolution TR8635**
  - **Exhibit A:** Agreement with Securtec of Florida LLC
- **Attachment(s)**
  - **Attachment 1:** Final Bid Tab, IFB 26-002
  - **Attachment 2:** IFB 26-002 – Armed Security Guard Services

CITY OF MIRAMAR
INTEROFFICE MEMORANDUM

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Dr. Roy L. Virgin, City Manager

BY: Francois Domond, P.E. Director of Utilities

DATE: February 12, 2026

RE: Temp. Reso. No. 8635 - Armed Security Guard Services

RECOMMENDATION: The City Manager recommends approving the award of Invitation For Bid No. 26-002, entitled "Armed Security Guard Services", to Securtec of Florida LLC. in an annual not-to-exceed amount of $740,597.36 for an initial three (3) year term with two (2) optional one-year renewal periods.

ISSUE: City Commission approval is required for expenditures exceeding $75,000 in accordance with City Code Section 2-412(a)(1).

BACKGROUND: The City utilizes contracted security guard services to safeguard assets and ensure the safety of employees and visitors. On July 7, 2021, the City Commission adopted Resolution 21-124, awarding Unarmed Security Guard Services to Bright Light Security Services LLC, and subsequently renewed it. The original agreement provided Unarmed Security Guard Services for the Miramar Cultural Center ArtsPark, the Wastewater Reclamation Facility, and the Multi-Service Complex.

Due to heightened security needs, the City determined that Armed Security Guard Services are necessary to enhance the protection of the Utilities Department's critical infrastructure. Twenty-four-hour, seven-day-per-week (24/7) armed security guard services are required at the West Water Treatment Plant (W-WTP), the Wastewater Reclamation Facility (WWRF), and the East Water Treatment Plant (E-WTP). Armed security guard services are also required at the Building, Planning, and Zoning Department and at all other designated facilities during regular business hours, holidays, weekends, and special events, as required.

DISCUSSION: On October 16, 2025, the City of Miramar advertised IFB No. 26-002, for "Armed Security Guard Services" on Demandstar. A mandatory pre-bid was conducted on October 23, 2025, and on November 25, 2025, the Bid Opening Date, fourteen bids were received and reviewed by the Procurement Department.

The bids were evaluated in accordance with the minimum qualifications of the bid, and references were verified. Securtec of Florida LLC is deemed the lowest, responsible, and responsive bidder, with a bid price of $658,100 for the three Utilities Department locations and $82,496.48 for additional locations, as required, for an annual total not to exceed $740,597.36.

ANALYSIS: The City of Miramar utilizes security guard services across multiple municipal facilities to ensure the safety of City staff, the protection of public property, and the security of all visitors.

CITY OF MIRAMAR
MIRAMAR, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE AWARD OF INVITATION FOR BID NO. 26-002, "ENTITILED ARMED SECURITY GUARD SERVICES," TO SECURTEC OF FLORIDA LLC IN AN ANNUAL NOT-TO-EXCEED AMOUNT OF $740,597.36 FOR AN INITIAL THREE (3) YEAR TERM WITH TWO (2) OPTIONAL ONE-YEAR RENEWAL PERIODS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND ANY RELATED DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City utilizes contracted security guard services to safeguard assets and ensure the safety of employees and visitors; and

WHEREAS, the original agreement provided Unarmed Security Guard Services for the Miramar Cultural Center ArtsPark, the Wastewater Reclamation Facility, and the Multi-Service Complex; and

WHEREAS, due to heightened security needs, the City determined that Armed Security Guard Services are necessary to enhance protection of critical infrastructure; and

WHEREAS, twenty-four-hour (24), seven-day-per-week (24/7) armed security guard services are required at the West Water Treatment Plant ("W-WTP"), the Wastewater Reclamation Facility ("WWRF"), and the East Water Treatment Plant (E-WTP). and the East Water Treatment Plant ("E-WTP"); and

WHEREAS, armed security guards are also required at the Building, Planning and Zoning Division during regular business hours and all other designated facilities during regular business hours, holidays, weekends, and special events, as required: and

WHEREAS, on October 16, 2025, the City of Miramar advertised IFB No. 26-002, for “Armed Security Guard Services” on Demandstar; and

WHEREAS, on November 25, 2025, the Bid Opening Date, fourteen (14) bids were received and reviewed by the Procurement Department. Securtec of Florida LLC. is deemed as the lowest, responsible, and responsive bidder with an annual bid price of $740,597.36; and

WHEREAS, City Commission approval is required for expenditures exceeding $75,000 in accordance with City Code Section 2-412(a)(1); and

WHEREAS, the City Manager recommends approving the award of Invitation For Bid No. 26-002, entitled “Armed Security Guard Services”, to Securtec of Florida LLC. in an annual not-to-exceed amount of $740,597.36 for an initial two (2) year term with three (3) optional one-year renewal periods; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents, of the City of Miramar, to approve the Award of Invitation For Bid (“IFB”) No. 26-002, entitled “Armed Security Guard Services, to “Securtec of Florida LLC in an annual not-to-exceed amount of $740,597.36 for an initial three (3) year term with two (2) optional one-year renewal periods, and to authorize the City Manager to execute an appropriate agreement in substantial conformity with Exhibit “A,” attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution

Section 2: The City Manager approves the award for Invitation for Bid No. 26-002, entitled "Arm Security Guard Services" to Securtec of Florida LLC in an annual not-to-exceed amount of $740,597.36 for an initial three (3) year term with two (2) optional one-year renewal periods.

Section 3: That the City Manager is authorized to execute to an appropriate agreement in substantial conformity with Exhibit "A."

Section 4: That the appropriate City officials are authorized to do all things necessary and expedient in order to carry out the aims of this Resolution.

Section 5: That this Resolution shall become effective upon adoption.

PASSED AND ADOPTED this _____ day of _____, _____.

_____
Mayor, Wayne M. Messam

_____
Vice Mayor, Yvette Colbourne

ATTEST:

_____
City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

_____
City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

Requested by Administration	**Voted**
Commissioner Maxwell B. Chambers	_____
Commissioner Avril Cherasard	_____
Vice Mayor Yvette Colbourne	_____
Commissioner Carson Edwards	_____
Mayor Wayne M. Messam	_____

AGREEMENT BETWEEN THE CITY OF MIRAMAR, FLORIDA

AND

SECURTEC OF FLORIDA LLC

FOR ARMED SECURITY GUARD SERVICES
IN MIRAMAR, FLORIDA

THIS AGREEMENT (the "Agreement") is entered into and dated _____, 20___, by and between the CITY OF MIRAMAR, FLORIDA (the "City"), a Florida municipal corporation, whose address is 2300 Civic Center Place, Miramar, Florida 33025, and Securtec of Florida, LLC (the "Contractor"), a Florida corporation whose address is 19505 Biscayne Boulevard, Suite # 2350 Aventura, Fl 33180.

WITNESSETH:

WHEREAS, on _____, by Resolution No. _____, the City Commission approved the award of Invitation to Bids No. 26-002 (the "IFB"), entitled "Armed Security Guard Services" (the "Work" or "Services"), to Contractor as the lowest, responsible, responsive Bidder(s) whose bid(s) is/are in the best interest of the city; and

WHEREAS, the City intends to contract for the Services related to the Work and desires to engage the services of Contractor for this purpose; and

WHEREAS, the Contractor desires to contract with the City to provide the Services as set forth in the IFB terms of which are incorporated and made a part hereof, including all definitions set forth therein.

NOW THEREFORE, the City and Contractor, in consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which is acknowledged, agree as follows:

ARTICLE 1
DEFINITIONS

Except as provided herein, terms used in this Agreement are defined in the IFB, which is deemed fully incorporated herein for all purposes, and have the meanings indicated in the IFB or in the General Terms and Conditions incorporated herein by reference. In the event of conflict, the definitions and all other terms and conditions contained in the IFB shall govern.

ARTICLE 2
SCOPE OF SERVICES

Contractor agrees to provide the following Services to the City (the "Services") during the Term of this Agreement:

This Agreement is subject to, and Contractor shall provide Services in accordance with the Scope of Services, terms, conditions and requirements of City of Miramar Invitation for Bid ("IFB"), the Contractor's Bid, as accepted by the City, and any subsequently negotiated changes to same, which documents or agreements are incorporated by reference herein. In the case of any conflict between the provisions of this Contract, the Bid and the Bid Response, the conflict shall be resolved in the following order of priority: terms of this Contract; terms of the Bid; terms of the Bid Response.

Contractor represents and warrants to the City that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due the City; (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) the Services will be performed in the manner described in **Exhibit "1".**

Estimates/Quotations:

All requests for related Services not covered under this Agreement shall be submitted in writing prior to any Work being undertaken or approved. The estimate must include a detailed list of the Work to be completed, listed item by item, and location where Work is to be performed. Estimates/quotations are to be submitted electronically, if desired, to the City to secure Purchase Order approval prior to the Work being performed, and such Work shall not exceed 15% of annual Contract for Services.

ARTICLE 3
CONTRACTOR AND CITY'S RELATIONSHIP

3.1 The Contractor accepts the relationship of trust and confidence established between it and the City by this Agreement. The Contractor represents that it will furnish its best skill and judgment in performing the Contractor's Services and the Work and shall always act to further the interest of the City in the expeditious completion of the Project, at the lowest responsible cost to the City, and in strict accordance with the Contract Documents and prudent and customary industry practices.

3.2 By signing this Agreement, the Contractor accepts a fiduciary duty with the city and warrants and represents to the City that the Contractor:

A. Has all licenses and certifications required by applicable law to perform the Contractor's Services and the Work

B. Is experienced in all aspects of the Work required for projects similar to the Project

C. Will act in the City's highest and best interest in performing the Contractor's Services and the Work; and

D. That no employee or affiliate of the Contractor, including all Subconsultants, Subcontractors and Suppliers, at any tier, has been convicted of a public entity crime pursuant to Section 287.133, Florida Statutes, within the preceding 36 months from the date of execution of this Agreement.

3.3 The Contractor acknowledges and agrees that the City is relying on these representations and covenants as a material inducement to enter into this Agreement.

ARTICLE 4
TERM

The term of this Agreement shall commence upon the date this Contract is executed by both parties and shall run for three years, with the City having the option to renew the Agreement, on an annual basis, for up to two additional one-year renewal terms, unless terminated earlier pursuant to Article 7 of this Agreement. The Chief Procurement Officer may authorize up to a 90-day extension of this Contract in accordance with its terms and conditions, and the City Manager or designee is authorized to extend this Agreement, for operational purposes only, for a maximum of 180 days.

ARTICLE 5
PAYMENT PROCEDURES

The Contractor shall submit periodic invoices for the Goods and Services provided to The City of Miramar, ATTN: Accounts Payable, 2300 Civic Center Place, Miramar, FL 33025. The date of the invoice shall not exceed 30 calendar days from the date of acceptance of the Goods and Services by the City. Under no circumstance shall an invoice be submitted to the City in advance of the delivery and acceptance of the commodities and/or Services, unless otherwise agreed to. All invoices shall reference the appropriate Contract number, the address where the commodities were delivered or the Services performed, and the corresponding acceptance slip that was signed by an authorized representative of the City when the Goods and/or Services were delivered and accepted. Payment by the City shall be made within 30 days after receipt of Contractor's invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail to allow a proper audit of expenditures should the City require one to be performed.

ARTICLE 6
INDEMNIFICATION

6.1 To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify, defend, and hold harmless the City, the Engineer, and their officers,

directors, agents, and employees, against and from all claims and liability arising under, by reason of or incidental to the Agreement or any performance of the Work, but not from the sole negligence or willful misconduct of the City and/or the Engineer. Such indemnification by the Contractor shall include but not be limited to the following:

A. Liability or claims resulting directly or indirectly from the negligence or carelessness of the Contractor, its employees, or agents in the performance of the Work, or in guarding or maintaining the same, or from any improper Materials, implements, or appliances used in the Work, or by or on account of any act or omission of the Contractor, its employees, or agents

B. Liability or claims arising directly or indirectly from bodily injury, occupational sickness or disease, or death of the Contractor's or Subcontractor's own employees engaged in the Work resulting in actions brought by or on behalf of such employees against the City and/or the Engineer

C. Liability or claims arising directly or indirectly from or based on the violation of any Law, ordinance, Regulation, order, or decree, whether by the Contractor, its employees, or agents

D. Liability or claims arising directly or indirectly from the use or manufacture by the Contractor, its employees or agents in the performance of this Agreement, of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specifically stipulated in this Agreement

E. Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the City or any other parties by the Contractor, its employees or agents

F. Liabilities or claims arising directly or indirectly from the willful misconduct of the Contractor, its employees or agents; and

G. Liabilities or claims arising directly or indirectly from any breach of the obligations assumed herein by the Contractor.

6.2 The Contractor shall reimburse the City and the Engineer for all costs and expenses (including but not limited to fees and charges of Engineers, architects, attorneys, and other professionals and court costs) incurred by the City and the Engineer in enforcing the provisions of this indemnification.

6.3 This indemnification obligation shall not be limited in any way by any limitation of the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts, or insurance coverage.

6.4 The Contractor acknowledges receipt and the adequacy of the specific consideration in the amount of $100.00, which sum was included in the total Bid Price and is included in the Contract Price to be paid by City to the Contractor as consideration for the indemnification given by the Contractor to the City.

6.5 Nothing in this Agreement shall be deemed or treated as a waiver by the

City of any immunity to which it is entitled to by law, including but not limited to the City's sovereign immunity set forth in Section 768.28, Florida Statutes.

ARTICLE 7
TERMINATION

7.1 TERMINATION OF AGREEMENT BY CITY (CONTRACTOR DEFAULT):

In the event of default by the Contractor, the City shall provide Contractor with 10 Days written notice of City's intent to terminate this Agreement and provide the Contractor an opportunity to remedy the conditions constituting the default. It shall be a default by the Contractor whenever Contractor shall:

A. Declare bankruptcy, become insolvent, or assign its assets for the benefit of its creditors

B. Fail to provide Materials or workmanship meeting the requirements of the Contract Documents

C. Disregard or violate provisions of the Contract Documents or Engineer's or City's instructions

D. Fail to execute the Work or provide Services on a timely basis or according to the Contract Documents

E. Fail to provide a qualified superintendent, competent workmen, or Materials or equipment meeting the requirements of the Contract Documents; or

F. Fail in any other material way to comply with the requirements of the Contract Documents.

7.1.1 If the Contractor fails to remedy the conditions constituting default within 10 Days from the date of the City's written notice of its intent to terminate this Agreement, the City may then issue a Notice of Termination and terminate this Agreement.

7.1.2 In the event the Agreement is terminated for Contractor's default, the city may take possession of the Work and may complete the Work by whatever method or means the city may select. The cost of completing the Work shall be deducted from the balance which would have been due the Contractor had the Agreement not been terminated and the Work completed in accordance with the Contract Documents. If such cost exceeds the balance which would have been due, the Contractor shall promptly pay the excess amount to the City. If such cost is less than the balance which would have been due, the Contractor shall have no claim to the difference and waives any such balance by virtue of the default. In the event it is adjudicated that Contractor was not in default, the Contract shall be deemed to have been terminated for convenience as described below.

7.2 TERMINATION OF AGREEMENT BY CITY (FOR CONVENIENCE):

The city may terminate this Agreement at any time if it is in the City's interest to do so. The City shall provide 10 days' notice if it exercises this provision. In such a case, the Contractor shall have no claims against the City except: (1) for the value of Work

performed up to the date the Agreement is terminated; and (2) for the cost of Materials and equipment on hand, in transit, or on definite commitment, as of the date this Agreement is terminated and that would be needed in the Work and that meets the requirements of the Contract Documents.

ARTICLE 8
CONTRACT DOCUMENTS

8.1 The Contract Documents which comprise the entire agreement between City and Contractor concerning the Work consist of this Agreement, including amendments hereto and the following:

- All Change Orders (if any) which may be delivered or issued after the Effective Date of this Agreement:
- All Addenda
- Contractor's Bid
- Solicitation, General Provisions
- General Conditions
- Technical Specifications
- Referenced Standard Specifications; and
- Drawings.

8.2 There are no Contract Documents other than those listed herein. The Contract Documents may only be amended by written Change Order (if any) as provided in the General Conditions. In the event of any conflict between this Agreement and any other of the Contract Documents, this Agreement and amendments shall govern first and then the other Contract Documents in the order listed above.

ARTICLE 9
ASSIGNMENT

No assignment by the Contractor of any rights or obligations hereunder or interests in the Contract Documents will be binding on the City without the written consent of the City, which may be withheld for any reason, in the City's sole discretion.

ARTICLE 10
APPLICABLE LAW; ACCIDENT PREVENTION AND REGULATIONS

Contractor shall always comply with all applicable Laws and Regulations. Precautions shall be always exercised for the protection of persons and property. The Contractor and all Subcontractors shall conform to all OSHA, federal, state, county and City Regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Contractor.

ARTICLE 11
AUDIT AND INSPECTION RIGHTS

11.1 The City may, at reasonable times and for a period of up to three years following the date of Final Completion, audit, or cause to be audited, those books and records of Contractor that are related to Contractor's performance under this Agreement. Contractor agrees to maintain all such books and records at its principal place of business for a period of three years after final payment is made under this Agreement.

11.2 The City may, at reasonable times during the term hereof, inspect Contractor's facilities and perform such inspections as the City deems reasonably necessary to determine whether the Services required to be provided by Contractor under this Agreement conform to the terms hereof and/or the terms of this Agreement. Contractor shall make available to the City all reasonable facilities and assistance to facilitate the performance of inspections by the City's representatives. All inspections shall be subject to, and made in accordance with, all applicable Laws, including but not limited to the provisions of the City Code and the Code of Broward County, Florida, as same may be amended or supplemented from time to time.

11.3 The City may, as deemed necessary, require from the Contractor support and/or documentation for any submission. Upon execution of the Agreement, the Contractor agrees that the City shall have unrestricted access during normal working hours to all Contractor's records relating to this Project, including hard copy as well as electronic records, for a period of three years after Final Completion.

ARTICLE 12
NON-SOLICITATION

Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the Contract Price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 13
PUBLIC RECORDS

13.1 The Contractor shall comply with The Florida Public Records Act as follows:

13.1.1 Keep and maintain public records in the Contractor's possession or control in connection with the Contractor's performance under this Agreement, that ordinarily and necessarily would be required by the city to perform the service.

13.1.2 Upon request by the City's records custodian, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119,

Florida Statutes, or as otherwise provided by law.

13.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement until the records are transferred to the City.

13.1.4 Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of the Contractor shall be delivered by the Contractor to the City, at no cost to the City, within seven (7) days. All records stored electronically by the Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, the Contractor shall destroy all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

13.1.5 The Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

13.1.6 IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, dagibbs@miramarfl.gov **OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.**

13.1.7 Ownership of Documents: Unless otherwise provided by law, all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City. Any compensation due to the Contractor shall be withheld until all documents are received as provided herein.

ARTICLE 14
COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

14.1 Contractor understands that agreements between private entities and local governments are subject to certain Laws and Regulations, including, by example and not limited to, Laws pertaining to public records, conflict of interest, and record keeping. Contractor agrees to comply with and observe all applicable Laws, codes and ordinance as they may be amended from time to time.

14.2 The Contractor agrees that it shall not make any statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the City and securing prior written consent, unless and except otherwise required by Law. The Contractor also agrees that it shall not publish,

copyright or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the City.

14.3 The knowing employment by Contractor or its Subcontractors or Subconsultants of any alien not authorized to work by the immigration Laws or the Attorney General of the United States is prohibited and shall be a default of this Agreement.

ARTICLE 15
CERTIFICATE OF COMPETENCY

Contractor shall, at the time of executing this Agreement, hold a valid certificate of competency or applicable license for providing the Services, if applicable, issued by the federal, state, or county examining board qualifying the Contractor to perform the Work. If a Subcontractor(s) or Subconsultant(s) is employed, an applicable certificate of competency or license issued to the Subcontractor(s) or Subconsultant(s) shall be submitted along with Contractor's certificate or license upon execution of this Agreement; provided, however, that the City may, at its sole option, upon written approval to Contractor**,** and in its best interest, allow Contractor to supply the certificate(s) to the City during the first week of Work or Services.

ARTICLE 16
INSURANCE

16.1 Consultant shall maintain the following required types and minimum limits of insurance coverage during the term of the Agreement. The Contractor shall furnish the City's Risk Manager, at 2300 Civic Center Place, Miramar, Florida 33025, with certificates of insurance and all required endorsements indicating that insurance coverage has been obtained and meets the requirements below:

a) Comprehensive General Liability Insurance on a comprehensive basis in an amount not less than $500,000 per occurrence. The City **must** be shown as an additional insured and with waiver of subrogation in its favor on both endorsements.

b) Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Work, in an amount not less than $500,000 per occurrence. Coverage shall stipulate that it is primary over any insurance or self-insurance program available to the City, (if applicable).

c) Workers' Compensation Insurance for all employees of the Vendor as required by Florida Statute Chapter 440, and Employer's Liability limits of not less than $1,000,000 per accident.

d) The insurance coverage required shall include those classifications, as listed in the standard liability insurance manuals, which most nearly reflect the operations of the Contractor.

e) All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

i. The company must be rated no less than "A" as a management, and no less than "Class VII" as to financial strength, by the latest edition of Best's Key Rating Guide.

16.2 This Agreement shall not be deemed approved until the Contractor has obtained all insurance requirements under this section and has supplied the City with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The City shall be named as the certificate holder and an additional insured on all certificates. All liability insurance policiesshall have endorsements adding the City of Miramar as an additional insured, a waiver of subrogation in favor of the City and a separate endorsement for automobile liability. Insurance shall be maintained continuously during the term of the Contract up to the date of Final Completion, but the Consultant's liabilities under this Agreement shall not be deemed limited in any way to the insurance coverage required.

16.3 Insurance shall be maintained continuously during the term of the Contract up to the date of Final Completion, but the Contractor's liabilities under this Agreement shall not be deemed limited in any way to the insurance coverage required. All policies of insurance so required to be purchased and maintained shall contain a provision of endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least 30 calendar days' written notice has been given to the City by certified mail.

ARTICLE 17
INDEPENDENT CONTRACTOR

Contractor has been procured and is being engaged to provide Services to the City as an independent contractor, and not as an agent or employee of the city. The Contractor will be responsible for planning all the work without the assistance of City staff. Accordingly, Contractor shall not attain nor be entitled to any rights or benefits of the City, nor any rights generally afforded, classified or unclassified, employees of the City. Contractor further understands that Florida Workers' Compensation benefits available to employees of the City are not available to Contractor and agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering Services to the City under this Agreement.

ARTICLE 18
REAFFIRMATION OF REPRESENTATIONS

Contractor reaffirms all the representations contained in the Solicitation documents and previously made in all Contract Documents.

ARTICLE 19
NONDISCRIMINATION

Contractor represents and warrants to the City that Contractor does not and shall not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Agreement on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as

a basis for delivery of Services. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services, be excluded from participation in, be denied any Services, or be subject to discrimination under any provision of the General Conditions.

ARTICLE 20
COSTS AND ATTORNEY FEES

If either City or Contractor is required to enforce the terms of this Agreement by court proceedings or otherwise, whether formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to court costs and reasonable attorney's fees.

ARTICLE 21
COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

ARTICLE 22
WAIVER

The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure. No waiver shall be effective unless made in writing.

ARTICLE 23
BINDING AUTHORITY

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

ARTICLE 24
NOTICES

All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered, or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

TO CONTRACTOR:

ATTN: Joshua Veltri
Vice President
Securtec of Florida, LLC
19505 Biscaye Boulevard
Suite # 2350
Aventura, Fl 33180
Telephone: (877) 513 3211

TO CITY OF MIRAMAR:

ATTN: Roy L. Virgin,
City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3120
Fax: (954) 602-3672

WITH A COPY TO:

City Attorney
Austin Pamies Norris Weeks Powell, PLLC
401 NW 7th Avenue
Fort Lauderdale, Florida 33311
Telephone: (954) 768-9770
Fax: (954) 768-9790

ARTICLE 25
CITY'S OWN FORCES

25.1 The City reserves the right to perform operations related to the Project with the City's own forces, and to award contracts in connection with the Project which are not part of the Contractor's responsibilities under this Agreement.

25.2 The City will have the right to inspect and conduct periodic inspections of the Work and/or Materials to determine compliance with the requirements of the Contract. Any Work and/or Materials rejected by the City for non-compliance shall be replaced and/or corrected at the Contractor's expense. Failure to reject Defective Work and/or Materials, whether from lack of discovery of such defect or for any other reason, will not relieve the Contractor from responsibility to complete the Work in full compliance with all Contract requirements and shall in no way prevent later rejection of such Defective Work when discovered.

ARTICLE 26
LIMITATION OF LIABILITY

26.1 The City desires to enter into this Agreement only if in so doing the City can place a limit on City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the fee paid to Contractor herein, less any sums paid by the City. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery

from the City for any damage action for breach of contract to be limited to a maximum fee paid to Contractor herein, less any sums paid by the City.

26.2 Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor agrees that the City shall not be liable to Contractor for damages in an amount in excess of the fee paid to the Contractor herein, less any sums paid by the City, for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes.

26.3 In no event shall either party be liable for any indirect, incidental, special, or consequential damages, including, without limitation, loss of profits, revenue, or use incurred by either party or any third party, whether in an action in contract or tort, even if the other party or any other person has been advised of the possibility of such damages.

ARTICLE 27
THIRD PARTY BENEFICIARY

It is specifically agreed to between the City and Contractor executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

ARTICLE 28
WARRANTY AND GUARANTEE

Contractor warrants and guarantees that at the conclusion of the Project, a written certificate to the City will be provided stating that all Work has been performed in accordance with the General Conditions. A written warranty will be given to the City against the occurrence of defective Materials and workmanship for a period of one year after acceptance of the Project by the City. At the expiration of the one-year warranty period, Contractor will formally assign to the City all extended and special warranties given by Subcontractor or Subconsultant, manufacturers or Suppliers for their Work or products on the Project and formally notify Subcontractor or Subconsultant and Suppliers of the assignments.

ARTICLE 29
DISPUTE RESOLUTION

29.1 Any dispute concerning performance of this Agreement shall be decided by the City, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within 21 Days from the date of receipt, the Contractor files with the City a petition for administrative hearing. The City’s decision on the petition shall be final, subject to the Contractor’s right to review pursuant to Chapter

120, Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

29.2 Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate state court in Broward County, Florida. In any such action, Florida law shall apply, and the parties waive any right to trial by jury.

ARTICLE 30
HEADINGS AND INTERPRETATION

Title and paragraph headings are for convenient reference and are not a part of this Agreement. Contractor has been given an opportunity for counsel of its choice to review this Agreement. Accordingly, no party shall be deemed to have any benefit as the drafter of the document for interpretation purposes.

ARTICLE 31
SCRUTINIZED COMPANIES

31.1 Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

31.2 If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

31.3 The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

31.4 As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

ARTICLE 32
SEVERABILITY

32.1 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under any applicable Law, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such Laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect for limitation of its use.

32.2 City and Contractor each bind itself, its partners, successors, assign and legal representatives to the other party hereto, its partners, successors, assign and legal representatives in respect of all covenants, agreements and obligations contained in this Agreement and in all the Contract Documents.

ARTICLE 33
E-VERIFY PROGRAM

In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

ARTICLE 34
ENTIRE AGREEMENT

The Contract Documents constitute the sole and entire agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth therein, are of no force or effect. No modification or amendment thereto shall be valid unless in writing and executed by properly authorized representatives of the parties herein.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

CITY OF MIRAMAR:	**SECURTEC OF FLORIDA, LLC**
By: _____	By: _____
City Manager	Vice President, Business Development
Roy L. Virgin	Joshua Veltri
This ____day of_____, 2019.	Date: _____
ATTEST:	
_____ Denise A. Gibbs, City Clerk	_____ Corporate Seal

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Miramar, Florida only:

_____
City Attorney
Austin Pamies Norris Weeks Powell, PLLC

BID COVER SHEET – IFB No. 26-002

BIDDER'S NAME (Name of firm, entity, or organization):
SecurTec of Florida LLC dba SecurTec

FEDERAL EMPLOYER IDENTIFICATION NUMBER:
99-4440562

NAME AND TITLE OF BIDDER'S CONTACT PERSON:

Name: Joshua Veltri Title: Vice President, Business Development

MAILING ADDRESS:

Street Address: 19505 Biscayne Blvd Ste. 2350

City, State, Zip: Aventura, FL 33180

TELEPHONE:
(877) 513-3211

FAX:
( )

BIDDER'S ORGANIZATION STRUCTURE:

✓ Corporation ____ Partnership ____ Proprietorship ____ Joint Venture ____ Other (explain):

IF CORPORATION:

Date Incorporated/Organized: August 7, 2024 (SecurTec of Florida LLC), The SecurTec family of companies was formed in 2023.

State of Incorporation/Organization: Florida

States registered in as foreign Corporation: N/A

BIDDER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:

Physical Security, Cybersecurity, and Advisory Services

LIST NAMES OF BIDDER'S SUBCONTRACTORS AND/OR SUBCONSULTANTS FOR THIS PROJECT:
None

BIDDER'S AUTHORIZED SIGNATURE:

The undersigned hereby certifies that this Bid is submitted in response to this Solicitation.

Signed by: _____ Date: 11/21/2025

Print name: John C. Xanthos Title: Managing Partner and CFO

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR BID NON-RESPONSIVE

2. Bid Price Sheet

On the following pages please find our completed *Bid Price Sheet*.

BID PRICE SHEET

COST OR PRICING DATA FOR PRICE BID

Bidders shall submit (attached to this form) Cost or Pricing Data of sufficient detail to allow the evaluators to determine the reasonableness of the Price Bid, reflecting Cost Realism, including all Information other than Cost and Pricing Data and explaining how the lump sum figure was derived.

a) Cost or Pricing Data shall mean all facts that as of the date of submission of the Bid, prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost or Pricing Data are data that are factual, not judgmental, and are verifiable. While they do not indicate the accuracy of the Bidder's judgment about estimated future costs or projections, they do include the data forming the basis for that judgment. Cost or Pricing Data are more than historical accounting data, they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred. They also include such factors as: vendor quotations; nonrecurring costs; information on changes in production or purchasing volume; data supporting projections of business prospects and objective and related operations cost; unit-cost trends such as those associated with labor efficiency; make-or-buy decisions; estimated resources to attain business goals; and information on management decisions that could have a significant bearing on costs.

b) Cost Realism shall mean that the costs in a Proposer's Bid are realistic for the Work to be performed, reflect a clear understanding of the requirements, and are consistent with the various elements of the Proposer's Technical Bid.

c) Information other than Cost and Pricing Data shall mean any type of information that is non-numeric that is necessary to determine price reasonableness or Cost Realism.

d) Price, as used in this Solicitation, shall mean cost plus any applicable fee or profit.

BID PRICE SHEET (CONTINUED)

Description

The City of Miramar is soliciting bids from qualified contractors to provide 24 hours per day and 7 days per week armed security guard services at City-owned facilities, specifically, the City's West Water Treatment Plant (referred to as "WWTP"), the City's East Water Treatment Plant (referred to as "EWTP") and the City's Wastewater Reclamation Facility (referred to as "WWRF"), in addition to other facilities as needed.

1. **WEST WATER TREATMENT PLANT (West WTP)**

Description	Estimated Hours	Hourly Rate $	Extended Total $
Regular Day (7am-7pm)	4248	$24.67	$104,798.16
Regular night (7pm-7am)	4248	$24.67	$104,798.16
Holiday Day Shift (7am-7pm)	132	$37.01	$4,885.32
Holiday Night Shift (7am-7pm)	132	$37.01	$4,885.32
Total	8,760	Sub-Total	$219,366.96

2. **EAST WATER TREAMENT PLANT (East WTP)**

Description	Estimated Hours	Hourly Rate $	Extended Total $
Regular Day (7am-7pm)	4248	$24.67	$104,798.16
Regular night (7pm-7am)	4248	$24.67	$104,798.16
Holiday Day Shift (7am-7pm)	132	$37.01	$4,885.32
Holiday Night Shift (7am-7pm)	132	$37.01	$4,885.32
Total	8,760	Sub-Total	$219,366.96

3. WASTEWATER RECLAMATION FACILITY (WWRF)

Description	Estimated Hours	Hourly Rate $	Extended Total $
Regular Day (7am-7pm)	4248	$24.67	$104,798.16
Regular night (7pm-7am)	4248	$24.67	$104,798.16
Holiday Day Shift (7am-7pm)	132	$37.01	$4,885.32
Holiday Night Shift (7am-7pm)	132	$37.01	$4,885.32
Total	8,760	Sub-Total	$219,366.96

TOTAL BID AMOUNT (Items 1 – 3): **$** 658,100.88

Six hundred fifty-eight thousand one hundred dollars and eighty-eight cents.

In Figures

ADD ALTERNATE LOCATIONS 4-6

4. CITY HALL LOBBY AND GARAGE LOCATION

Description	Estimated Hours	Hourly Rate $	Extended Total $
Regular Day (Mon – Thursday) (7am-7pm)	2000	$24.67	$49,340

5. COMMISSION MEETINGS and/or COMMUNITY MEETINGS

Description	Estimated Hours	Hourly Rate $	Extended Total $
Commission or Workshop meetings Timeframe of 5pm - 10pm	200	$24.67	$4,934

6. BUILDING, PLANNING AND ZONING

Description	Estimated Hours	Hourly Rate $	Extended Total $
Tuesdays and Thursdays (7am – 6pm)	1144	$24.67	$28,222.48

BID PRICE SHEET (CONTINUED)

TAXPAYER IDENTIFICATION NUMBER (TIN): 99-4440562

BIDDER'S NAME: SecurTec of Florida LLC dba SecurTec
(Company Name)

By: _____
(Principal's Signature)

John C. Xanthos, Managing Partner and Cheif Financial Officer
(Printed Name and Title)

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM SHALL DEEM YOUR BID NON-RESPONSIVE

3. Bidder Information Form

On the following pages please find our complete *Bidder Information Sheet*.

BIDDER INFORMATION FORM

All information supplied in connection with this form is subject to review and verification. All determinations concerning this information will be used to determine eligibility for participation in the award. Inaccurate or incomplete answers may result in your Bid being deemed "Non-Responsive."

(1) How many years has your organization been in business under your present business name? 3 years

(2) State of Florida occupational license type and number: B License, B3500037

(3) County (state county) occupational license type and number: N/A

(4) City of Miramar occupational license type and number: N/A

(A CITY OF MIRAMAR OCCUPATIONAL LICENSE IS NOT NECESSARY UNLESS THE BUSINESS IS LOCATED WITHIN THE CITY OF MIRAMAR)

BIDDER(S) MUST INCLUDE A COPY OF EACH LICENSE LISTED WITH BID

(5) Describe experience providing armed security guard services for similar organizations. Include the number of years performing each type of work to demonstrate that the Bidder meets the minimum qualifications set forth in section 3:

SecurTec of Florida LLC (est. 2024) has already delivered armed security services on multiple active contracts and is led by personnel with over 80 combined years of experience.
Current/recent armed contracts performed by the company:

- Kings Point in Tamarac – 24-month armed residential security (2023–present)
- Azure Luxury Condominium, Pompano Beach – armed concierge & perimeter (Mar 2025–present)
- Cordoba at Doral – armed gatehouse & residential (May 2025–present)
- Walmart Hurricane Milton & Helene emergency response – mobilized and managed 150+ armed officers statewide for 8 months (2024–2025)

Leadership and assigned officers average 12+ years each in armed security, including 24/7 protection of water/wastewater facilities, municipalities, and critical infrastructure. All proposed personnel hold current Florida Class "D" and "G" licenses and have performed identical services within the past 3 months (see attached résumés and five reference questionnaires).

(6) Have you ever had a contract terminated (either as a prime Successful Bidder or sub-Successful Bidder) for failure to comply, breach, or default?

_____ yes No no

(IF YES, PLEASE ENCLOSE A DETAILED EXPLANATION ON SEPARATE SHEET)

4. Bid Bond

On the following pages please find our complete *Bid Bond*.

BID BOND

STATE OF Florida)
) ss:
COUNTY OF Palm Beach County)

KNOW ALL MEN BY THESE PRESENTS that we, SecurTec of Florida dba SecurTec, as principal, and NGM Insurance Company, as Surety, are held and firmly bound unto the City of Miramar ("City"), a municipal corporation of the State of Florida, in the penal sum of Five Percent of Amount Bid Dollars ($5%), lawful money of the United States, for the payment of which sum well and truly to be made for "CITY OF MIRAMAR- "ARMED SECURITY GUARD SERVICES", we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the principal has submitted the accompanying Bid, dated November 18, 2025.

For:
City of Miramar - Armed Security Guard Services

NOW, THEREFORE,

(a) if said Bid shall be rejected, or

(b) if said Bid shall be accepted and the principal shall properly execute and deliver to City the appropriate Contract Documents and shall in all respects fulfill all terms and conditions attributable to the acceptance of said Bid, then this obligation shall be void. Otherwise, it shall remain in force and in effect, being expressly understood and agreed that the liability of the Surety for all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby agrees that the obligations of said Surety and/or its Bond shall in no way be impaired or affected by any extension of time within which the City may accept such Bid and said Surety does hereby waive notice of any extension.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their respective seals this 12th day of November, 2025, the name and the corporate seal of each corporate party being hereto affixed, and these presents being duly signed by its undersigned representative.

IN PRESENCE OF:

Witness

Witness

(Individual or Partnership Principal)

222 Lakeview Avenue, Ste 800
(Business Address)

West Palm Beach, FL 33401
(City, State, Zip)

877-513-3211
(Business Phone)

ATTEST:

Secretary

(Corporate Principal) *

By: John Xanthos

Managing Partner + CFO
(Title)

ATTEST:

Jessica Gerber - Account Executive
~~Secretary~~

*Impress Corporate Seal

NGM Insurance Company

(Corporate Surety) *

By:
Todd Stein - Attorney-in-Fact

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

POWER OF ATTORNEY

KNOW ALL PARTIES BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"SECTION 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

does hereby make, constitute and appoint **Todd Stein** its true and lawful Attorney-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed bond number Bid Bond dated November, 12 , 2025 on behalf of SecurTec of Florida dba SecurTec
in favor of City of Miramar
including any related Content of Surety or supplemental documents required, and to bind NGM Insurance Company thereby as fully and to the same extent as if such instrument was signed by the duly authorized officers of NGM Insurance Company; this act of said Attorney is hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such officer and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Secretary and its corporate seal to be hereto affixed this 18th day of September, 2025.

NGM INSURANCE COMPANY By: _____

Lauren K. Powell
Vice President, Corporate Secretary

NGM INSURANCE COMPANY FOUNDED 1923 FLORIDA

State of Wisconsin,
County of Dane

On this 18th day of September, 2025, before the subscriber a Notary Public of State of Wisconsin and for the County of Dane duly commissioned and qualified, came Lauren K. Powell of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal at Madison, Wisconsin this 18th day of September, 2025.

_____
My Commission Expires February 8, 2027

MARY J. RIPP NOTARY PUBLIC STATE OF WISCONSIN

I, Janet S. Embray President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Madison, Wisconsin this 12th day of November , 2025 .

_____
Janet S. Embray, President

NGM INSURANCE COMPANY FOUNDED 1923 FLORIDA

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call **1-603-354-5281**.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claim Department or call our Bond Claim Department at 1-603-358-1437.

MAIN STREET AMERICA INSURANCE | Trusted Choice®

I certify that at the Annual Meeting of the Directors of the NGM Insurance Company duly called and held on March 4th, 2025, that the following officers were elected and remain in office:

JANET S. EMBRAY	PRESIDENT
TROY P. VAN BEEK	TREASURER
LAUREN K. POWELL	SECRETARY
THERESA E. BREUNIG-SILBERNAGEL	VICE PRESIDENT
JOSEPH FREITAS	ASSISTANT TREASURER
KARI E. GRASEE	ASSISTANT TREASURER
THERESA K. SZTUCKO	ASSISTANT TREASURER
PETER H. SCHRADER	ASSISTANT TREASURER
CODY C. FAUST	ASSISTANT TREASURER

I further certify that the following statement of the Company is true as taken from the records of said Company as of December 31, 2024.

ADMITTED ASSETS

Bonds at Amortized Values	$ 101,894,171
Stocks at Market Value	$135,474,580
First Mortgage Loans	0
Real Estate	$2,603,500
Cash in Office and Banks	(6,725,952)
Short Term Investments	$1,530,725
Agent's Balance (Less than 90 Days)	$199,626,574
Accrued Interest	$726,541
Other Assets	$272,128,778
TOTAL ADMITTED ASSETS	$707,258,917

LIABILITIES

Reserve for Losses	0
Reserve for Loss Adjustment Expenses	0
Reserve for Unearned Premiums	0
Reserve for Other Underwriting Expenses	$42,826,540
Reserve for Taxes, Licenses, and Fees	$3,334,005
Loss Drafts in Transit	0
Other Liabilities	$41,080,147
Total Liabilities	$26,164,025
Policyholders' Surplus	$620,018,225
TOTAL	$707,258,917

Securities as deposited by law, included above = $5,728,598

I further certify that the following is true and exact excerpt from Article IV, Section 2 of the By-Laws of NGM Insurance Company which is still valid and existing.

The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

Subscribed and sworn to before me on
This 26th day of March 2025

Mary J. Ripp
Commission Expires February 8, 2027

MARY J. RIPP NOTARY PUBLIC STATE OF WISCONSIN

IN WITNESS THEREOF I hereunto subscribe my name and affix the seal of said company this 26th day of March 2025

NGM INSURANCE COMPANY FOUNDED 1923 FLORIDA

Lauren K. Powell
Secretary

68-1191 (3/21)

Applicant Company Name: NGM INSURANCE COMPANY

NAIC No: 14788
FEIN: 020170490

Uniform Certificate of Authority Application (UCAA)
Certificate of Compliance

STATE OF FLORIDA

OFFICE OF INSURANCE REGULATION

I, MICHAEL YAWORSKY, hereby certify that I am the* INSURANCE COMMISSIONER of the State of FLORIDA and have supervision of insurance business in said State and as such I hereby certify that **NGM INSURANCE COMPANY** of JACKSONVILLE, FL is duly organized under the laws of said State and is authorized to transact the business of D 010 FIRE,D 020 ALLIED LINES,D 030 FARMOWNERS MULTI PERIL,D 040 HOMEOWNERS MULTI PERIL,D 050 COMMERCIAL MULTI PERIL,D 080 OCEAN MARINE,D 090 INLAND MARINE,D 160 WORKERS COMPENSATION,D 170 OTHER LIABILITY,D 192 PRIVATE PASSENGER AUTO LIABILITY,D 194 COMMERCIAL AUTOMOBILE LIABILITY,D 211 PPA PHYSICAL DAMAGE,D 212 COMMERCIAL AUTO PHYSICAL DAMAGE,D 230 FIDELITY,D 240 SURETY,D 250 GLASS,D 260 BURGLARY AND THEFT,D 270 BOILER AND MACHINERY,D 540 MOBILE HOME MULTI PERIL,D 550 MOBILE HOME PHYSICAL DAMAGE,D 570 MULTI PERIL CROP,R 120 EARTHQUAKE,** insurance in this State.

IN TESTIMONY WHEREOF, I have hereunto set my hand at Tallahassee, Florida on this 31st day of DECEMBER A.D. 2024.

MICHAEL YAWORSKY

* Insurance Commissioner, Officer or Superintendent of Insurance authorized to certify to the insurance business within the domiciliary state.

** Lines of Insurance as shown on Form 3 of UCAA

© 2022 National Association of Insurance Commissioners

Revised 8/18/04
FORM 6

5. Five (5) completed Reference Questionnaires from comparable clients

On the following pages please find our complete *Reference Questionnaire Forms*.

REFERENCE QUESTIONNAIRE

Reference For (Bidder's Name): SecurTec of Florida LLC dba SecurTec

Agency Giving Reference: CORDOBA FL TC, LP

Name of Contact Person: Tamara Jackson-Dunbar

Address of Agency Giving Reference: 13875 NW 22nd Ave, Opa-locka, FL 33054

Telephone: 305-688-4018 Email: tdunbar@livemillennia.com

Please provide a reference for the above-named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency.

	QUESTION	Satisfactory	Unsatisfactory
1	What was your experience with the firm's ability to provide Armed Security Guard Services?	satisfactory	
2	Was the firm's staff readily accessible and responsive?	Satisfactory	
3	How would you rate the firm's performance with implementation and training?	Satisfactory	
4	Overall, what would you rate the firm's performance?	Satisfactory	
5	Would your agency use this firm to provide services again? (Circle One)	**YES/ Satisfactory** X	**NO/ Unsatisfactory**

Additional Comments: _____

Tamara Jackson-Dunbar
Print Name

Property Manager
Title

Tamara Jackson-Dunbar (Nov 25, 2025 12:47:24 EST)
Signature

MUST BE SIGNED AND COMPLETED BY PERSON PROVIDING THE REFERENCE

FAILURE TO COMPLETE AND RETURN THIS FORM MAY DEEM YOUR BID NON-RESPONSIVE

REFERENCE QUESTIONNAIRE

Reference For (Bidder's Name): SecurTec of Florida LLC dba SecurTec

Agency Giving Reference: Sierra Ridge Property Owerners' Association, Inc.

Name of Contact Person: Jazmyn Miranda

Address of Agency Giving Reference: 21300 NE 10th Avenue, North Miami Beach, FL 33179

Telephone: 305-652-1414 Email: jazmyn.miranda@fsresidential.com

Please provide a reference for the above-named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency.

	QUESTION	Satisfactory	Unsatisfactory
1	What was your experience with the firm's ability to provide Armed Security Guard Services?	Exceptional	
2	Was the firm's staff readily accessible and responsive?	Yes	
3	How would you rate the firm's performance with implementation and training?	Excellent	
4	Overall, what would you rate the firm's performance?	10/10	
5	Would your agency use this firm to provide services again? (Circle One)	**YES/** Yes **Satisfactory**	**NO/ Unsatisfactory**

Additional Comments: _____

_____

_____

Jazmyn Miranda
Print Name

Property Manager
Title

Jazmyn Miranda
Jazmyn Miranda (Nov 25, 2025 12:22:15 EST)
Signature

MUST BE SIGNED AND COMPLETED BY PERSON PROVIDING THE REFERENCE

FAILURE TO COMPLETE AND RETURN THIS FORM MAY DEEM YOUR BID NON-RESPONSIVE

REFERENCE QUESTIONNAIRE

Reference For (Bidder's Name): SecurTec of Florida LLC dba SecurTec

Agency Giving Reference: Kings Point

Name of Contact Person: Bob Tablinsky

Address of Agency Giving Reference: 7620 N Nob Hill Rd, Tamarac, FL 33321

Telephone: 914-523-9618 Email: btablinsky@gmail.com

Please provide a reference for the above-named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency.

	QUESTION	Satisfactory	Unsatisfactory
1	What was your experience with the firm's ability to provide Armed Security Guard Services?	VERY SATISFACTORY	
2	Was the firm's staff readily accessible and responsive?	VERY SATISFACTOR	
3	How would you rate the firm's performance with implementation and training?	VERY SACTISFACTOR	
4	Overall, what would you rate the firm's performance?	Outstanding SATISFACTORY	
5	Would your agency use this firm to provide services again? (Circle One)	(YES/ Satisfactory)	NO/ Unsatisfactory

Additional Comments:
The management has trained their staff wonderfully. From the armed guard driving around our property to the guard working at our gatehouse they are doing a excellent job to protect our Association. **Very happy with the job they are doing for us**.

Bob Tablinsky
Print Name

Robert Tablinsky
Signature

President, Exeter & Vice President, Master Association
Title

MUST BE SIGNED AND COMPLETED BY PERSON PROVIDING THE REFERENCE

FAILURE TO COMPLETE AND RETURN THIS FORM MAY DEEM YOUR BID NON-RESPONSIVE

REFERENCE QUESTIONNAIRE

Reference For (Bidder's Name): SecurTec of Florida LLC dba SecurTec

Agency Giving Reference: Azure Estates FL TC, LP

Name of Contact Person: Beatrice Nieves

Address of Agency Giving Reference: 1555 M.L.K. Jr. Blvd, Riviera Beach, FL 33404

Telephone: 561-310-5103 Email: bnieves@livemillennia.com

Please provide a reference for the above-named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency.

	QUESTION	Satisfactory	Unsatisfactory
1	What was your experience with the firm's ability to provide Armed Security Guard Services?	Yes	
2	Was the firm's staff readily accessible and responsive?	Yes	
3	How would you rate the firm's performance with implementation and training?	Yes	
4	Overall, what would you rate the firm's performance?	Yes	
5	Would your agency use this firm to provide services again? (Circle One)	**YES/ Satisfactory** XXX	**NO/ Unsatisfactory**

Additional Comments: _____

_____

_____

Beatrice Nieves
Print Name

Community Manager
Title

Beatrice Nieves
Signature

MUST BE SIGNED AND COMPLETED BY PERSON PROVIDING THE REFERENCE

FAILURE TO COMPLETE AND RETURN THIS FORM MAY DEEM YOUR BID NON-RESPONSIVE

REFERENCE QUESTIONNAIRE

Reference For (Bidder's Name): SecurTec of Florida LLC dba SecurTec

Agency Giving Reference: 205 DATURA WPB LLC

Name of Contact Person: Johnny Vandyk

Address of Agency Giving Reference: 205 Datura St, West Palm Beach, FL 33401

Telephone: (647)545-4440 Email: jvandyk@cocogroup.com

Please provide a reference for the above-named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency.

	QUESTION	Satisfactory	Unsatisfactory
1	What was your experience with the firm's ability to provide Armed Security Guard Services?	Not Applicable we did not require armed guards	
2	Was the firm's staff readily accessible and responsive?	Yes	
3	How would you rate the firm's performance with implementation and training?	Satisfactory	
4	Overall, what would you rate the firm's performance?	Satisfactory	
5	Would your agency use this firm to provide services again? (Circle One)	**YES/ Satisfactory**	**NO/ Unsatisfactory**

Additional Comments: _____

_____

_____

Johnny Vandyk
Print Name

Director, Construction
Title



Signature

MUST BE SIGNED AND COMPLETED BY PERSON PROVIDING THE REFERENCE

FAILURE TO COMPLETE AND RETURN THIS FORM MAY DEEM YOUR BID NON-RESPONSIVE

6. Bidder's Disclosure of Subcontractors and Suppliers

On the following page please find our complete *Bidder Disclosure Form*.

BIDDER'S DISCLOSURE OF SUBCONTRACTORS, SUBCONSULTANTS, AND SUPPLIERS

Please list all Subcontractors, Subconsultants and Suppliers to be used in connection with performance of the Contract (use additional pages if necessary):

Company Name: We will not be utilizing any Subcontractors, Subconsultants or Suppliers.

Address: _____

City, State, & Zip Code: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

FAILURE TO COMPLETE AND RETURN THIS FORM MAY DEEM YOUR BID NON-RESPONSIVE

7. Drug-Free Workplace Affidavit

On the following pages please find our completed *Drug-Free Workplace Affidavit*.

DRUG-FREE WORKPLACE AFFIDAVIT
FLORIDA STATE STATUTE 287.087

Identical Tie Bids: Preference shall be given to business with drug-free workplace programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual Services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. To have a drug-free workplace program, a business shall:

a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

b) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

1) Give each employee engaged in providing the commodities or contractual Services that are under Bid a copy of the statement specified in subsection (1).

2) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual Services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.

3) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

4) Make a good faith effort to continue to maintain a drug-free workplace through the implementation of this section.

DRUG-FREE WORKPLACE AFFIDAVIT (CONTINUED)

FLORIDA STATE STATUTE 287.087

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature

John C. Xanthos, Managing Partner and CFO

Print Name

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR BID NON-RESPONSIVE

8. Anti-Kickback Affidavit

On the following pages please find our completed *Anti-Kickback Affidavit*.

SECTION 10
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein Bid will be paid to any employees of the City of Miramar, its elected officials, and _____ or its design consultants as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: John C. Xanthos

Title: Managing Partner and CFO

Sworn and subscribed before this

21 day of November, 2025.

Jessica Johnson
Notary Public
State of Florida at Large

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
Jessica Johnson
Comm.:HH 253850
Expires: April 22, 2026
Notary Public - State of Florida

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR BID NON-RESPONSIVE

9. Non-Collusive Affidavit

On the following pages please find our completed *Non-Collusive Affidavit*.

NON-COLLUSIVE AFFIDAVIT

State of Florida)
) ss:
County of Broward)

John Xanthos, being first duly sworn, deposes and says that:

a) He/she is the Managing Partner & CFO (Owner, Partner, Officer, Representative or Agent) of SecurTec of Florida LLC dba SecurTec the Bidder that has submitted the attached Bid.

b) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid.

c) Such Bid is genuine and is not collusive or a sham Bid.

d) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from proposing in connection with such Work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work.

e) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
in the presence of:

Witness

By: _____

Witness

John Xanthos
(Printed Name)

Managing Partner + CFO
(Title)

NON-COLLUSIVE AFFIDAVIT (CONTINUED)

ACKNOWLEDGMENT

State of Florida)
) ss:
County of Broward)

BEFORE ME, the undersigned authority, personally appeared John Xanthos, to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that he/she executed said Affidavit for the purpose therein expressed.

WITNESS my hand and official seal this 24 day of November, 2025.

Notary Public
State of Florida at Large

Jessica Johnson
Comm.:HH 253850
Expires: April 22, 2026
Notary Public - State of Florida

My commission expires:

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR BID NON-RESPONSIVE

10.Non-Discrimination Affidavit

On the following pages please find our completed *Non-Discrimination Affidavit*.

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of Services under any agreement it enters with the City of Miramar. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on sex, race, color, ethnic or national origin, religion, marital status, disability, genetic information, age, political beliefs, sexual orientation, gender, gender identification, social and family background, linguistic preference, pregnancy, and any other legally prohibited basis.

By: John C. Xanthos

Title: Managing Partner and CFO

Sworn and subscribed before this

21 day of November, 2025.

Jessica Johnson
Notary Public
State of Florida at Large

My commission expires:

Jessica Johnson
Comm.:HH 253850
Expires: April 22, 2026
Notary Public - State of Florida

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR BID NON-RESPONSIVE

11. Business/Vendor Profile Survey & Business Employing Miramar Residents Form

On the following pages please find our completed *Business/Vendor Profile Survey* and *Business Employing Miramar Residents* forms.

BUSINESS/VENDOR PROFILE SURVEY

Name of Business: SecurTec of Florida LLC dba SecurTec

Address: 19505 Biscayne Blvd Ste. 2350, Aventura, FL 33180

Phone No.: (877) 513-3211

Contact Person (Regarding This Form): John C. Xanthos, Managing Partner and CFO

Type of Business (check the appropriate type):

- ☐ **CONSTRUCTION SERVICES -** Firms involved in the process of building, altering, repairing, improving or demolishing any structure, building or real property.

- ☐ **ARCHITECTURE AND ENGINEERING (A&E) SERVICES -** Firms involved in architectural design, engineering services, inspections and environmental consulting (materials and soil testing) and surveying.

- ☑ **PROFESSIONAL SERVICES -** Includes those services that require special licensing, educational degrees, and unusually highly specialized expertise.

- ☐ **BUSINESS SERVICES -** Involves any services that are labor intensive and not a construction related or professional service.

- ☐ **COMMODITIES -** Includes all tangible personal property services, including equipment, leases of equipment, printing, food, building materials, office supplies.

- ☐ A CBE or SBE firm: a Small Business Enterprise (SBE) or a County Business Enterprise (CBE), has a Broward County Business Tax Receipt, is located in, and doing Business in Broward County, and certified by the Broward County Office of Economic Development and Small Business Development.
  Business is claiming the CBE/SBE Preference; YES____ NO ✓

  Please attach the Broward County Office of Economic Development and Small Business Development certification to this form.

  Business is claiming local Business Preference YES _____ NO ✓
  (Choose below as applicable)

- ☐ **Businesses Employing Miramar Residents -** Business is located outside of the City of Miramar City limits and employs a minimum of 10 full time equivalent ("FTE") Miramar residents, or Miramar residents constitute 20 % of the FTE of the company's local workforce (in Broward and Miami-Dade Counties), whichever is larger.
  Business Employing Miramar Residents Affidavit MUST be submitted with RFP Response.

- ☐ Business with a location within Miramar, is following all City licensing requirements and is current on all City taxes.
  Attach a copy of a current Miramar Business Tax Receipt to this form.

FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

BUSINESS EMPLOYING MIRAMAR RESIDENTS AFFIDAVIT

*The completed and signed form must be returned with the Vendor's submittal **ONLY** if the Vendor is claiming the Business Employing Miramar Residents preference.*

Vendor: _____

Address:_____

Telephone Number: _____ E-Mail Address: _____

Solicitation No. and Title: _____

By signing below, I hereby certify that Vendor has _____ total employees in local workforce (Miami Dade and Broward Counties), of which _____ are full time equivalent Miramar residents.

_____ _____ _____

Signature Title Date

SWORN TO AND SUBSCRIBED BEFORE ME this ____.day of ____, 20__

STATE OF _____

COUNTY OF _____

_____

Notary Public (Sign name of Notary Public)

My commission expires:_____ (SEAL)

Personally Known _____ or Produced Identification_____

Type of Identification Produced _____

FAILURE TO COMPLETE THIS FORM MAY DEEM YOUR BID NON-RESPONSIVE

END OF DOCUMENT

12. Addenda Acknowledgement Form (acknowledging Addenda 1–5)

On the following pages please find our completed *Addenda Acknowledgement Form*.

ADDENDA ACKNOWLEDGEMENT FORM

Addendum #	Date Received
Addendum #1	November 3, 2025
Addendum #2	November 5, 2025
Addendum #3	November 10, 2025
Addendum #4	November 13, 2025
Addendum #5	November 17, 2025

BIDDER:

SecurTec of Florida LLC dba SecurTec

(Company Name)

(Signature)

John C. Xanthos, Managing Partner and CFO

(Printed Name and Title)

END OF DOCUMENT

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR BID NON-RESPONSIVE

Technical Approach and Capabilities

Detailed below, please find SecurTec's technical approach and capabilities.

3-1 Scope of Services

SecurTec of Florida LLC fully understands and will provide armed security guard services for 24/7 protection at the East Water Treatment Plant (EWTP), West Water Treatment Plant (WWTP), and Wastewater Reclamation Facility (WWRF), including part-time coverage at City Hall Lobby (Mon-Thu, 7am-6pm), Building/Planning/Zoning (Tue/Thu, 7am-6pm), and Commission meetings (two evenings/month, 5pm-10pm).

The Contractor Shall:

1. SecurTec will administer and provide armed security guard services for the East and West WTP's, staffing the perimeter fencing areas with vigilant officers equipped for threat detection and response. Periodic patrolling will occur at a minimum of once every two hours across the entire facility, utilizing contractor-provided equipment including marked vehicles and three golf carts for efficient mobility.
2. SecurTec will administer and provide armed security guard services for the WWRF, staffing the main entrance security gate 24/7 while conducting periodic patrolling of the compound without leaving the gate compromised, achieved through a coordinated relief system
3. SecurTec will administer and provide armed security guard services at other City facilities, including the City Hall Lobby on Monday through Thursday, Building, Planning and Zoning lobby on Tuesday and Thursday, and City Commission meetings (typically two nights per month, with schedule provided post-award).
4. SecurTec will provide sufficient security services to protect all City property and equipment from damage, defacement, destruction, or theft while on duty, leveraging proactive measures like random inspections and real-time incident reporting.

3-2 Service Requirements

The Contractor shall ensure the following Service requirements are met:

1. WORKDAYS AND HOURS
    a. SecurTec will provide armed security guard services for the specified hours and workdays at each location, maintaining uninterrupted coverage through our 24/7 operations center.
    b. SecurTec will adhere to the work schedule, delivering 24/7 services at WWRF, WWTP, and EWTP, and part-time at City Hall Lobby (Mon-Thu, 7am-6pm) and Building/Planning/Zoning (Tue/Thu, 7am-6pm), with flexible adjustments for Commission meetings.

2. TRAINING
    a. SecurTec will designate Christy Penfield as the training officer to perform all training for new security guards assigned to the City
    b. For new guards assigned after City-provided training, SecurTec will deliver a minimum of eight hours of City security procedures training at no additional cost, prior to duty.
    c. Training will include on-site work at City posts with previously trained guards, focusing on practical application scenarios.
    d. Trained individuals will be assigned consistently to the same posts, with cross-training opportunities to build redundancy.

The SecurTec Center for Security Excellence

The SecurTec Center for Security Excellence serves as the cornerstone of our continuous improvement initiatives, providing structured, targeted, and comprehensive education tailored specifically toward government security solutions. Led and facilitated by recognized industry experts and seasoned security professionals, the Center ensures that all personnel are prepared to excel across the full spectrum of security requirements, from routine patrol duties to complex emergency preparedness and response scenarios.

The Center offers a variety of structured educational modules, simulations, interactive workshops, and scenario-based readiness exercises aligned explicitly with current governmental security contracting standards. Our curriculum integrates federal, state, and industry-specific best practices, addressing evolving security threats and ensuring consistent excellence across all operational engagements. Key components of *The SecurTec Center for Security Excellence* are further detailed within Table 1 on the following page.

CONFIDENTIAL & TRADE SECRET – REDACTED VERSION
Exempt from disclosure pursuant to Florida Statutes §§ 119.071(1)(f) and 688.002(4)

Table 1. Key components of The SecurTec Center for Security Excellence	
Training Component	*Description and Benefits*
New-Hire Orientation &Training	Intensive onboarding and background reviews, full orientation on policy compliance, facility-specific protocols, and operational standards.
Advanced Security Operational Courses	Specialty training covers critical topics such as advanced threat assessment, emergency response strategies, access control, and evacuation procedures.
Scenario-Based Response Simulations	Regularly scheduled practical exercises replicating real-world security incidents, testing preparedness levels and response accuracy.
Crisis Management & Incident Command Training	Tailored instruction in crisis management strategies, incident command systems, collaboration with law enforcement, emergency medical response protocols, and multi-agency coordination.
Regulations & Compliance Workshops	The ongoing sessions are designed to educate and update personnel on evolving government standards, regulatory changes, compliance requirements, and security laws at local, state, and federal levels.
Technological Proficiency & Equipment Certification	Comprehensive technical training designed to ensure expertise in security technologies and equipment use, including X-ray screening equipment, metal detectors, surveillance systems, and integrated security solutions.
Client-Specific Customization & Site Reviews	Custom training sessions emphasizing the unique security environments, operational nuances, and specialized needs of each government client site
Regular Refresher Training & Certification Renewals	Mandatory periodic review courses, skill assessments, and certification updates, ensuring staff maintain sharp proficiency, operational readiness, and up-to-date certifications.

Integration with Quality Assurance Initiatives

The SecurTec Center for Security Excellence directly leverages the results of proactive Quality Assurance (QA) audits, routine evaluations, field observations, and client feedback to enhance, update, and refine our training curriculum continuously. Analytical insights and performance data collected from our comprehensive QA process facilitate targeted instruction, inform professional standards updates, and guide strategic training improvements across our workforce.

Integrated Quality Assurance Program. SecurTec's QA program, led by *James Sierawski, Vice President and Chief Security Officer*, is designed to ensure strict compliance with all contract specifications outlined by the City of Miramar. Our approach emphasizes accountability, detailed reporting, and readiness, while aligning with county expectations.

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3. SITE-SPECIFIC PROCEDURES
    a. SecurTec will jointly identify and develop site-specific procedures with the City, incorporating best practices for customized operations.
4. SECURITY GUARD DUTIES
    a. Security guards will perform all listed duties and any additional as deemed necessary, including knowledge of specifications, locking/unlocking, patrols, system monitoring, reporting, emergency assistance, checks, communications, professionalism, presence, alertness, access control, force minimization, traffic control, ID enforcement, records maintenance, safeguarding, reporting, responses, investigations, patrols, deterrence, equipment checks, notifications, court appearances, delivery contacts, hazard reporting, and other scope duties.
5. CONTRACT MANAGER DUTIES
    a. The Contract Manager will:
        i. Maintain continuous awareness of work quality through audits and feedback initiatives.
        ii. Conduct periodic joint inspections monthly or as requested.

3-3 Key Personnel Qualifications

The Contractor shall provide the following key personnel with the listed qualifications:

1. CONTRACT MANAGER: The Contract Manager shall have:
    a. Our Contract Manager, Christy Penfield, has over 20 years of experience in managing security personnel and Law Enforcement, including three of the last five years managing security personnel.
    b. Ms. Penfield possesses extensive knowledge of armed and patrol procedures, developing new methods like integrated TrackTik patrols and assuming responsibility for teams in high-stakes environments.
    c. Ms. Penfield has specialized training in laws/liabilities, security awareness, mediation, disaster/emergency situations, and personnel management, aligned with IFB requirements.
2. ARMED SECURITY GUARD(S) QUALIFICATIONS: Security guard(s) shall have:
    a. Guards have at least three months with SecurTec, one year field experience, and current Class D licenses
    b. Guards can walk 300 yards, climb stairs, lift 20 pounds, verified pre-assignment.
    c. Guards are physically/mentally capable for all requirements.
    d. Guards hold high school diploma/GED.
    e. Guards are English fluent for instructions.
    f. Guards communicate orally/in writing effectively.
    g. Guards have proper telephone etiquette.

h. Guards are Class G licensed for lethal weapons.

3-4 Uniforms and Equipment

1. The Successful Contractor shall provide the following:
    a. SecurTec provides labor, uniforms, badges, equipment, materials, vehicles, training, supervision, and management in compliance with Florida laws, emphasizing professional demeanor uniform standards.
    b. Each guard receives flashlight, reflective vest ("SECURITY" on back), and cold weather apparel.
    c. All additional equipment (flashlights, clipboards, logbooks, radios/cell phones) provided.
2. Security guards shall:
    a. Be in neat, clean uniforms without non-company items.
    b. Wear visible name badges with logo.
    c. Maintain neat professional appearance.
    d. Carry all necessary equipment.

3-5 Personnel Replacement

SecurTec of Florida LLC fully acknowledges and accepts the City of Miramar's authority over all personnel assigned to this contract. The City's designated representative retains final approval of every security officer placed at any City facility. Should the City, in its sole discretion, determine that any officer fails to meet required standards of professionalism, attentiveness, capability, or compliance with post orders, SecurTec will immediately remove that individual and provide a fully qualified replacement within two (2) hours of notification — 24 hours a day, 7 days a week.

In emergency situations — including natural disasters, acts of terrorism, or other catastrophic events — SecurTec maintains a rapid-response reserve pool of licensed, vetted, armed officers who can be deployed to any City-controlled facility within four (4) hours of the City's telephone request. During extended emergencies, our officers are prepared to work 12-hour shifts (or longer if mutually agreed) while never exceeding two consecutive shifts without City approval, ensuring sustained alertness and performance.

Any officer reporting to duty under the influence of alcohol or illegal substances, or improperly uniformed, will be denied access to the post, immediately removed, and replaced at SecurTec's expense. The posts will remain staffed without interruption until the scheduled relief arrives. Officers may also be assigned ancillary duties (driving City vehicles, lifting equipment, escorting contractors, etc.) as directed by the City representative, provided they remain within the scope of armed security services.

3-6 Non-Compliance with Work Hour Requirements

SecurTec's corporate culture and technology-driven scheduling system are designed to eliminate coverage failures. We utilize TrackTik's real-time guard tour and scheduling platform to guarantee an officer is present and relieved on time at every Miramar post. In the unlikely event a scheduled officer cannot report, our Site Supervisor or a qualified replacement will assume the post immediately, preventing any gap in coverage.

We fully acknowledge that three (3) uncovered posts within any six-month period constitute grounds for contract termination, and that sleeping on duty is an automatic termination event. Because our quality assurance teams conduct unannounced site visits and TrackTik generates automated wellness checks every 30 minutes on overnight shifts, these situations simply do not occur under SecurTec management. Should City personnel ever be forced to cover a post due to our failure, SecurTec will reimburse the City for all associated wages and benefits without dispute.

3-7 Bidder Requirements

SecurTec maintains an office in Miami-Dade County, located less than 20 minutes from the City of Miramar and we additionally maintain a fully staffed 24/7 operations center. Our Miami-Dade County facility is open for City inspection at any time and our 24/7 operations center is staffed around the clock with live dispatchers reachable via a dedicated local 24-hour telephone line. We are fully licensed under Florida Chapter 493, carry insurance well in excess of requirements, and remain in excellent financial standing with no history of bankruptcy, liens, or disputes.

Our Contract Manager and Site Supervisors remain on call 365 days per year and will return any City call within 15 minutes, day or night. We possess more than sufficient licensed armed officers — including supervisors and rapid-response reserves — to meet both scheduled and unscheduled needs, including surge requirements during hurricanes or special events. Prior to any officer beginning a shift, the City will receive a verification letter confirming that the individual exceeds all qualifications, licensing, background, and shift-rest requirements. All assigned personnel hold current Florida Class "D" and Class "G" licenses; copies are provided upon request.

3-8 Additional Locations

SecurTec welcomes the City's right to add or remove facilities or modify schedules with seven (7) days' written notice — or immediately during declared emergencies — at the unit prices submitted. Our Miami-Dade office and 24/7 operations center provide the proximity and staffing depth to execute changes seamlessly.

3-9 Confidentiality

All City information is treated as strictly confidential. City business will not be disclosed without the express written authorization of the City or designee.

3-10 Contractor and Subcontractor Monitoring

When third-party contractors work at City facilities, SecurTec will furnish dedicated armed officers to monitor their activities upon 48 hours' notice. If the contractor fails to appear after an officer is posted, the City will compensate SecurTec for a minimum of two (2) hours at the regular rate.

3-11 Management and Personnel

SecurTec is a locally owned Florida company with corporate headquarters in West Palm Beach and a fully operational office and 24/7 operations center, along with an Miami-Dade County office, positioned to serve Miramar with maximum responsiveness. For this contract we assign fifteen (15) full-time personnel (twelve armed officers, one Site Manager, one Regional Operations Manager, one QA Supervisor) and maintain additional part-time reserve officers for instant surge capability. Detailed resumes for key personnel are attached. SecurTec has no pending or past litigation, sanctions, disputes, defaults, or liens in the last five years and will perform all work without subcontractors.

3-12 Silence of Scope of Services

Where the solicitation is silent or omits specific details, SecurTec commits to employing only the highest commercial standards, first-quality equipment, and industry-best practices.

3-13 References

Five completed reference questionnaires from comparable contracts are attached, within this response. All references are available for immediate contact.

Innovative Approaches

SecurTec employs a multi-faceted, technology-enhanced approach to reporting and communication, ensuring efficient, real-time information flow with City staff as per SOW requirements for two-way communication, nightly logs, observations/incidents, and emails/text alerts. Central to this is our integration of the *TrackTik Guard Tour system*, as illustrated below, which provides real-time visibility, accountability, and efficiency across security tasks. Supported by our 24/7 Operations Center, *TrackTik* facilitates seamless interactions with all methods common across officers for consistency, fostering transparency, quick resolution, and full cooperation while exceeding SOW expectations for literate officers composing comprehensive reports.

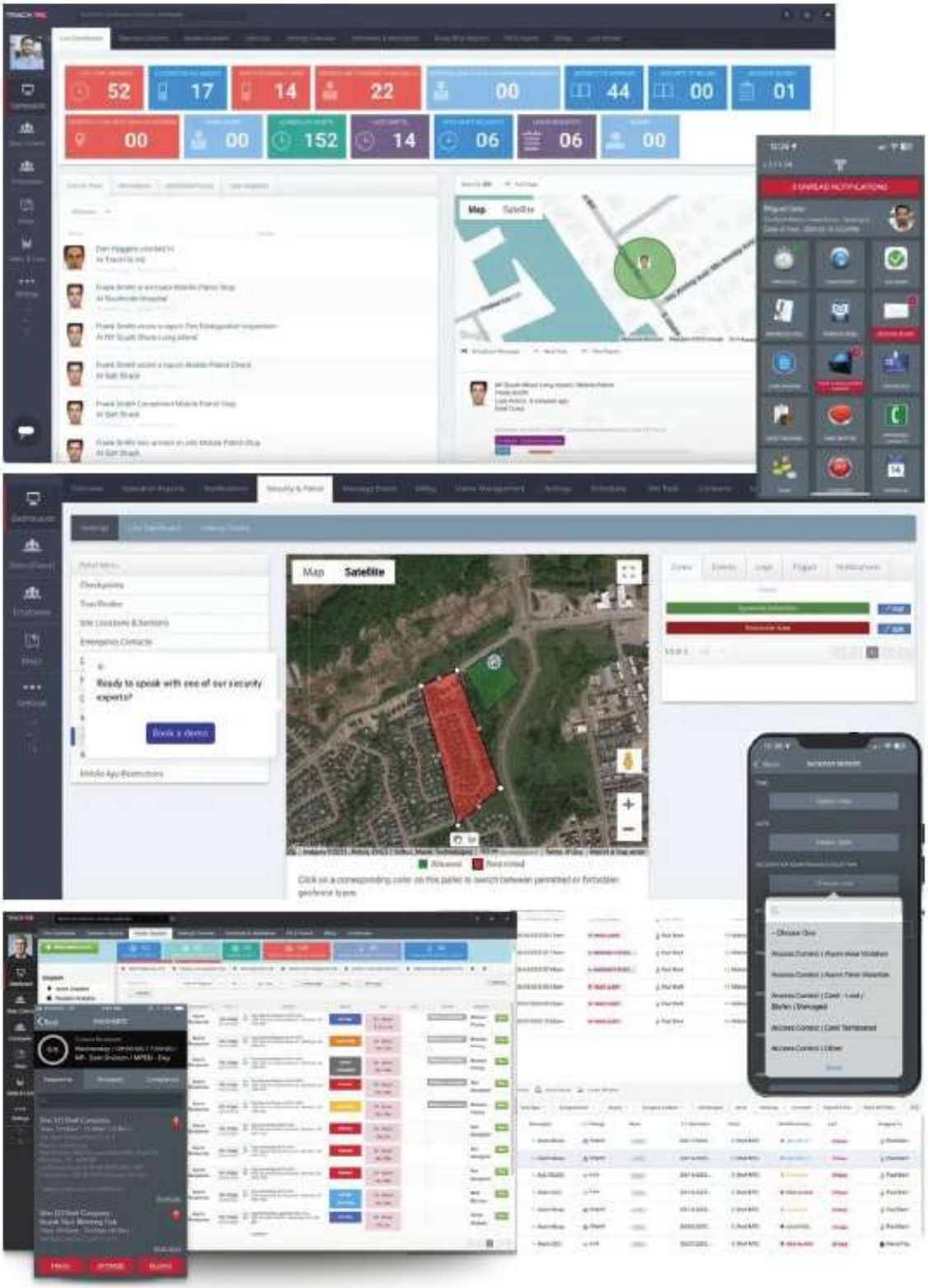


Figure 1. TrackTik System

Reporting Methods

Daily Digital Logs via TrackTik: Officers maintain detailed nightly logs of observations and incidents (e.g., security breaches, confrontations requiring police) using *TrackTik's* automated reporting features. Logs include timestamps, descriptions, and actions taken, with real-time GPS tracking, geofencing alerts, and diverse checkpoint options (NFC tags, QR codes, barcodes, or GPS) ensuring accurate patrol documentation. Submitted electronically through *TrackTik's* client portal, logs are available for City morning review and provide analytical insights for compliance and optimization.

Real-Time Incident Alerts: Urgent matters trigger immediate email/text notifications via *TrackTik's* automated system to designated City contacts, ensuring prompt response during all shifts. The live dashboard enables supervisors to monitor progress and communicate directly for rapid resolution.

Communication Methods

Two-Way Communication: Company-provided radios and/or cell phones enable direct contact between officers, SecurTec management, and City staff for daily adjustments, event alerts, or courtesy escort requests. A shared phone number (972-555-0300) ensures accessibility, complemented by *TrackTik's* communication tools for real-time coordination.

Email and Text Chains: Structured for ongoing dialogues on upcoming events, after-hours meetings, or recurring issues (e.g., handling specific individuals), with threaded histories for context and integration with *TrackTik* alerts for enhanced responsiveness.

Software and Applications: TrackTik provides 24/7 access to logs, reports, and analytics via a dedicated client portal and mobile app, allowing officers to upload data in real-time. This supports searchable historical records by date/event type, geofencing for zone-specific alerts, and overall scalability to adapt to the City's evolving needs.

By leveraging *TrackTik*, SecurTec enhances operational efficiency, improves client satisfaction, and strengthens security management, delivering real-time visibility and regulatory compliance for the Miramar contract.

Appendices

The following pages include the required documentation as promulgated in the solicitation and corresponding Addendums.

- Appendix A – Key Personnel Résumés
- Appendix B – Certificates of Insurance
- Appendix C – Florida Agency License B3500037
- Appendix D – Proof of E-Verify registration
- Appendix E – W-9 Form

Appendix A – Key Personnel Résumés

SecurTec's strength lies in its leadership, composed of nationally respected security and public safety professionals:

Physical Security Division

For the City of Miramar's engagement with SecurTec, *Christy Penfield, Area Manager | Physical Security,* will serve as **Contract Manager** and **Key Personnel**, fully meeting and exceeding the requirements outlined within the solicitation for this role.

Ms. Penfield will serve as the primary on-the-ground leader, her presence ensures direct oversight of day-to-day operations, real-time responsiveness, and continuity of leadership—key factors in delivering reliable and effective security services.



Christy Penfield, Area Manager | Physical Security. Christy Penfield serves as Area Manager for SecurTec, bringing over 20 years of combined experience in law enforcement, private security, and firearms instruction. She oversees site operations, personnel deployment, and compliance across multiple client locations. A former police officer and certified firearms instructor, Ms. Penfield holds Florida Class D and G licenses, along with numerous tactical and training certifications. Her background includes managing armed security teams, conducting advanced weapons training, and coordinating law enforcement qualifications. Ms. Penfield's extensive operational and leadership experience ensures consistent, professional service delivery aligned with client and public safety expectations.



James Sierawski, Vice President and Chief Security Officer. Mr. Sierawski serves as Vice President and Chief Security Officer at SecurTec, where he oversees contract compliance, quality assurance, and *The SecurTec Center for Security Excellence*. With over 35 years of experience in the private, commercial, and government security sectors, James brings a wealth of expertise from his distinguished career. He served as a Navy SEAL for 22 years, with assignments in SEAL Teams Five, Six, and Eight, gaining expertise in force protection, counterterrorism, and emergency response procedures. He later worked as a police officer in Virginia Beach, gaining valuable experience in crime prevention and investigations.

Transitioning to the defense contracting industry, James spent ten years as Vice President of Training for Blackwater, managing a multimillion-dollar P&L and overseeing critical security operations for the U.S. Navy, Department of State, and Department of Defense. He has also led security operations in high-risk environments, including sensitive pipeline

construction projects and oil refineries, ensuring compliance with DHS standards. In his current role at SecurTec, James provides leadership and strategic direction, leveraging his extensive background to enhance operational excellence and ensure the highest standards of security across the organization.

Corporate Performance Team



John C. Xanthos, Managing Partner and Chief Financial Officer. As Managing Partner and CFO of SecurTec, Mr. Xanthos leads the company's financial strategy and full back-office operations, driving performance, compliance, and profitability across the enterprise. He also oversees the Physical Security and Administrative Divisions, ensuring operational excellence across critical service areas. A key architect of SecurTec's growth, Mr. Xanthos blends financial leadership with strategic oversight—positioning the company for long-term success in competitive, contract-driven markets.

Prior to SecurTec, John held senior financial roles at Nova Southeastern University, BBX Capital, GardaWorld, and Cowheard & Associates. He holds an M.B.A. in Finance from Nova Southeastern University, a B.A. in Accounting from Florida Atlantic University, and several certifications, including CPA, Certified Fraud Examiner, and Certified Corporate FP&A Professional. Outside of his corporate responsibilities, John is an active community leader, serving on boards such as the Center for Foreign Affairs and Defense Policy, the City of Fort Lauderdale Budget Advisory Board, and Leadership Broward's Finance Committee.



Jessica Johnson, Director of Administrative Services with a robust background in driving operational excellence HR leadership, and corporate performance across a range of industries. At SecurTec, Jessica spearheads the strategic development and execution of administrative policies that streamline operations and align with overarching business objectives. Jessica leads physical security administration strategy and operations, delivering advanced access control, facility protection, and comprehensive emergency preparedness plans that safeguard organizational assets. A champion of process optimization, she drives initiatives that enhance cross-functional collaboration and organizational agility.

CHRISITY PENFIELD

AREA MANAGER

cpenfield@gosecurtec.com
(877) 513-3211 | www.GoSecurTec.com
19505 Biscayne Blvd Ste. 2350
Aventura, FL 33180



Christy Penfield is a seasoned Area Manager at SecurTec, recognized for her leadership in developing and implementing operational procedures that ensure compliance, consistency, and high-performance service delivery. With over 20 years of experience in law enforcement, private security, and tactical training, she plays a pivotal role in aligning frontline operations with strategic objectives. Her expertise in SOP development, personnel oversight, and regulatory compliance has been instrumental in elevating operational standards across multiple client sites.

SecurTec of Florida LLC dba SecurTec | 2 Year

Area Manager, Physical Security Division

- Lead regional physical security operations across multiple high-profile client sites, ensuring seamless service delivery, regulatory compliance, and operational excellence.
- Design, implement, and continuously refine standard operating procedures (SOPs) that drive consistency, accountability, and mission alignment across all field operations.
- Direct personnel management, including staffing strategies, scheduling, and leadership development to support high-performance teams in dynamic, high-risk environments.
- Oversee compliance, training, and readiness programs for armed and unarmed officers, leveraging deep expertise in tactical instruction and law enforcement protocols.
- Act as the strategic conduit between executive leadership, field teams, and clients—translating organizational goals into scalable, field-ready operational frameworks.
- Conduct site audits, performance reviews, and operational assessments to proactively identify risk, enhance service quality, and ensure contract adherence.
- Drive continuous improvement initiatives that optimize operational workflows, elevate client satisfaction, and support long-term contract retention and growth.

Education

Law Enforcement Academy | Hillsboro, MO

Associates of Applied Science Degree in Criminal Justice | Jefferson Community College

Licenses

State of Florida Security Officer D License | D 3408908

State of Florida Statewide Firearm License | G 3401491

Certifications and Trainings

Crisis Management Response for Law Enforcement Supervisors

Active School Shooter Response

CPR / AED Certification

Physical Training Statutory Law

Interview/Interrogation Technique

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- Represent SecurTec as a trusted operational leader, cultivating strong client relationships and reinforcing the company's reputation for security excellence.

Platinum Group Security, Boca Raton, FL | 1 Year

Licensed Armed Security Officer

- Provided armed security and protection for Family Church's Christian Academy program, ensuring the safety of students, staff, and property across multiple locations.
- Managed scheduling and deployment of security personnel to optimize coverage and operational effectiveness for the Family Church contract.
- Conducted interviews and assisted in the recruitment process to maintain a high-caliber security team aligned with organizational standards.
- Responded promptly to security incidents, maintaining a secure and welcoming environment for all stakeholders.
- Collaborated with church leadership and local authorities to uphold safety protocols and emergency preparedness.

Okeechobee Shooting Sports LLC, Okeechobee, FL| 3 Years

Assistant Manager

- Managed comprehensive office operations including employee records, timekeeping, payroll, insurance administration, and compliance with regulatory requirements.
- Administered financial functions such as accounts payable, QuickBooks bookkeeping, monthly sales tax submissions, and internal audits of the A&D Bound Book for multiple LLCs.
- Oversaw licensing and regulatory compliance for all business entities, ensuring adherence to federal and state firearm laws.
- Maintained law enforcement contracts, coordinated scheduling, and facilitated agency relations for annual service agreements.
- Ensured safety and regulatory compliance at the shooting range, providing expert instruction and personalized training to clients and new firearms enthusiasts in both one-on-one and group settings.
- Played a key role in client engagement, delivering hands-on assistance and fostering a safe, educational environment.

Lotus Gunworks, Jensen Beach, FL | 1 Year, 4 Months

Instructor and Range Safety Officer

- Delivered expert client support across retail operations and shooting range activities, enhancing customer experience and safety.
- Assisted in the selection and procurement of firearms and accessories to meet client needs.
- Maintained strict safety protocols on the range, guiding proper firearm handling and usage.

Certifications and Trainings

Pistol/Rifle/Shotgun Instructor Certification

NRA RSO Certification

Glock Armorer's Certification

Remington 870 Armorer's Certification

AR-15/M-4 Armorer's Certification

Advanced Patrol Rifle Training

Tactical Handgun I

OC Pepper Certification

Expandable Baton Certification

HAZWOPPER Certification

RADAR / LIDAR Certification

Juvenile Justice Procedures

- Provided individual and group firearms training, educating new enthusiasts in both practical and classroom settings.

Police Department / Sheriff's Office MO | 11 Years

Police Officer

- Pevely Police Department, Peverly MO
- Wright City Police Department, Wright City, MO
- Warren County Sheriff's Department, Warrenton, MO
- Iron Mountain Lake Police Department, Bismarck, MO
- Jefferson College Police Department, Jefferson, MO

Defender Services Inc., Festus, MO | 1 Year

Nuclear Armed Guard

- Provided armed security for the Westinghouse Decommissioning Project, operating under federal clearance and advanced tactical training.
- Performed access control, perimeter and interior patrols, and conducted searches of individuals, vehicles, and property in a high-security environment.
- Maintained detailed daily logs and incident reports while ensuring compliance with federal safety and security protocols.
- Completed 35.5 hours of POST-certified training in Advanced Tactical Patrol and Crisis Management for Law Enforcement Supervisors.



JAMES SIERAWSKI

VICE PRESIDENT AND CHIEF SECURITY OFFICER

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As Vice President and Chief Security Officer at SecurTec, James Sierawski brings over 35 years of experience spanning elite military service, domestic law enforcement, defense contracting, and private-sector security leadership. James oversees all aspects of SecurTec's security strategy, contract compliance, quality assurance, and advanced training programs through the SecurTec Center for Security Excellence. He plays a pivotal role in strategic planning, staff readiness, and regulatory adherence for high-risk and mission-critical environments across government and commercial sectors.

SecurTec of Florida LLC dba SecurTec | 3 Years

Vice President & Chief Security Officer

- Executive leader overseeing contract compliance, security operations, and quality assurance across SecurTec's client portfolio, including sensitive and regulated environments.
- Directs operations of the SecurTec Center for Security Excellence, ensuring all personnel are trained to the highest industry standards.
- Advises on risk mitigation, force protection planning, and emergency response coordination for government and infrastructure clients.
- Supports the development and implementation of company-wide security policies and field operating procedures.
- Serves on the Strategic Planning Team and Advisory Board, contributing decades of leadership and field expertise to executive decision-making.

Badlands Security Group | U.S./Canada Border & Various U.S. Sites| 5 Years

Supervisor & Business Development Coordinator

- Directed armed and unarmed security operations for critical infrastructure projects, including pipeline construction, petrochemical facilities, and rail systems.
- Ensured full compliance with DHS Chemical Facility Anti-Terrorism Standards (CFATS) and developed security protocols tailored to volatile environments.

Education and Training

U.S. Navy Leadership and Management Courses – Completed during 22-year Naval career

Department of Defense Training – Anti-Terrorism Officer, Force Protection Planning, Emergency Response

Law Enforcement Academy – Virginia Beach Police Department Certification

Certifications And Security Clearances

Former Top-Secret Clearance, U.S. Department of Defense

Former Secret Clearance, Other Government Agencies (OGAs)

Certified Anti-Terrorism Officer

DHS CFATS Compliance Experience (Chemical Facility Anti-Terrorism Standards)

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- Provided on-the-ground leadership during high-risk incidents including pipeline ruptures and protest activity.
- Authored numerous policies, procedures, and site-specific security instructions for industrial and environmental operations.

Key Strengths

Executive-level leadership in high-risk and regulated environments

Proven track record in domestic and international security operations

Extensive experience in force protection, anti-terrorism, and emergency response

Expertise in managing large-scale training programs and high-performance teams

Strong knowledge of DHS, DoD, and DoS operational requirements

Skilled in writing, implementing, and enforcing security policies and SOPs

Blackwater| 10 Years

Vice President of Training

- Oversaw a $35M P&L center supporting national and international security contracts.
- Managed a team of 50 staff and over 100 independent contractors deployed globally.
- Directed training programs and field operations supporting:
  - U.S. Navy Force Protection Anti-Terrorism Training Program
  - Department of State's Anti-Terrorism Assistance Program
  - Department of State Worldwide Protection Services
  - Department of Defense Azerbaijan Maritime Interdiction Program
- Maintained top security clearances; coordinated across federal agencies to implement high-risk training programs and security operations.

Virgina Beach Police Department | 4 Years

Police Officer

- Served in patrol and investigative capacities focusing on crime prevention, robberies, and burglaries.
- Participated in community policing initiatives and public safety outreach.

United States Navy – SEAL Teams Five, Six & Eight

Chief Warrant Officer 3 (CWO3), SEAL Team Training Officer | 22 Years

- Completed multiple deployments with elite SEAL teams, specializing in counter-terrorism, force protection, and special operations.
- Led mission planning and execution in classified, high-threat environments.
- Served as Training Officer for SEAL Team Eight, responsible for preparing operational teams through advanced tactics, weapons, and scenario-based training.
- Developed force protection and anti-terrorism protocols still in use across various commands.
- Completed numerous military leadership, logistics, and emergency response training programs.

JOHN C. XANTHOS, CPA, MBA, CFE

MANAGING PARTNER AND CHIEF FINANCIAL OFFICER

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As Managing Partner and CFO of SecurTec, John Xanthos leads the company's financial strategy and full back-office operations, driving performance, compliance, and profitability across the enterprise. He also oversees the Physical Security and Administrative Divisions, ensuring operational excellence across critical service areas. A key architect of SecurTec's growth, John blends financial leadership with strategic oversight—positioning the company for long-term success in competitive, contract-driven markets.

SecurTec of Florida LLC dba SecurTec | 3 Years

Managing Partner and Chief Financial Officer

- Executive lead of SecurTec's Physical Security Division, directing field operations, compliance, and service quality for mission-critical contracts across sensitive environments.
- Finance and operations leader with full P&L responsibility and a proven track record of aligning financial strategy with enterprise growth across government and commercial sectors.
- Spearhead all financial functions including forecasting, budgeting, tax strategy, financial reporting, audit readiness, and regulatory compliance, delivering consistent performance in dynamic and regulated environments.
- Architect of scalable back-office infrastructure, overseeing finance, HR, legal, and administrative functions to enable sustainable growth and operational excellence.
- Lead pricing strategy and cost modeling for high-value government proposals, driving win rates and margin expansion through data-driven financial planning and compliance with federal acquisition regulations.
- Modernized operations through ERP integration and automation, improving reporting and materially reducing overhead.
- Influence corporate direction, investment decisions, and resource allocation to support long-term vision and company value.

Education

Nova Southeastern University | Master of Business Administration (MBA) with concentration in Finance

Undergraduate work at UF and FAU in accounting and finance culminating in a bachelor's degree in accounting

Certifications

Certified Public Accountant (CPA) – License (FL) #AC53748

Certified Fraud Examiner (CFE) - 880572

Awards

FICPA Leadership Academy Class II

Leadership Broward Class XL Program Graduate

National Healthcare CFO Summit Speaker

SFBW (South Florida Business & Wealth) Up and Comer Honoree

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- Key contributor to M&A strategy and joint ventures, providing operational and financial diligence that shapes organizational expansion and partnership outcomes.

NSU Health the clinical operations division of Nova Southeastern University | 6 Years

Executive Director of Finance & Patient Financial Services | 5 Years

- Developed and drove financial strategic objectives forward.
- Managed audits by both external auditors and state auditors related to the division and grants.
- Was responsible for risk management of the division; identified risks, and implemented, maintained, and monitored controls.
- Reviewed payer contracts and managed renegotiation efforts, resulting in a 40% increase in reimbursement rates.
- Developed numerous dashboards to produce real-time KPIs and reporting from the GL and EMRs in Power BI.
- Created dozens of financial policies to standardize processes across the enterprise.
- Revamped inefficient processes within the revenue cycle and increased collections by 20% within 3 months.
- Instituted the first Finance Town Hall quarterly meetings to keep the team aligned with the division's goals.

Community Engagement

Center for Foreign Affairs and Defense Policy – Treasurer

Leadership Broward - Finance Committee Member

Budget Advisory Board – City of Fort Lauderdale - Board Member 2019 – 2020

AICPA & FICPA - Member

Emerge Broward - Board Member & Treasurer

American Hellenic Education Progressive Association (AHEPA) - Treasurer

Director of Accounting & Finance, NSU Health, Davie, FL

- Developed annual budgets and quarterly reforecasts, as well as formulating all financial models with sensitivity analysis for new business lines.
- Oversaw maintenance and monthly closing of division's accounting records and prepared monthly, quarterly, and annual financial statements for NSU's Clinical Operations, comprising >50 clinics and all types of outpatient medical practices.
- Developed dynamic financial modeling for entire business to respond with agility to constant changes attributable to COVID-19, and other normal operational disturbances.
- Automated all recurring journal entries to ensure the month end close is seamless, complete, and accurate.
- Oversaw the budget creation and contract negotiation for a $5M state grant to serve the veteran population at NSU.
- Explored all undefined costs hitting business and reduced excess spending by $300K.
- Coordinated with independent auditors and state auditors during audits for both financial statements and grants.
- Cleaned up and resolved process issues which had created a buildup of 10,000+ outstanding bank reconciliation items.

- Managed team, and the project, to clean up aged AR. Reduced AR >365 days from 75% of total AR down to 50% in 4 months.
- Established Weekly Learning Sessions for teams to internally continue their education in accounting, finance, and Excel.
- Implemented the creation of standard operating procedures for all internal processes as a training and consistency tool.

BBX Capital | 4 Years

Director of Finance, IT'S SUGAR (a subsidiary of BBX Capital) | 1 Year

- Performed extensive process improvement procedures across all facets of business (inventory, cash management, accounting policies and procedures).
- Remodeled monthly Close process and decreased close from 17 days to 7.
- Oversaw SOX Compliance and financial statement audit process.
- Created a comprehensive and flexible annual budget for 100 stores across the U.S.
- Automated and standardized a variety of reports, including month end decks, 13 Week Cash Flow Statement, board presentations, sales and margin dashboards, and new store models.
- Managed debt covenant reporting to the banks and negotiated debt around a revolving line of credit, and fixed debt.

FP&A Manager | 1 Year

- Performed extensive process improvement procedures across all facets of business (inventory, cash management, accounting policies and procedures).

Financial Analyst | 2 Years

- Generated quarterly forecasts as well as annual budgets which were then presented deck to the portfolio management team and the holding company's executive board.
- Prepared and presented the monthly financial package (including P&L's, Balance Sheet, Cash Flow Statement, etc.) to the portfolio management team and the holding company senior leadership team.
- Produced a daily KPI performance dashboard as well as daily operational accountability reports.
- Created manufacturing SKU level standards and maintained weekly variance reporting to identify inefficiencies, while also leading a team through a retail Point-of-Sale system SKU cleanup and data maintenance.
- Presented weekly performance dashboard reports to senior management team and proposed plans for improvement.
- Created monthly journal entries for accounting as well as necessary adjustments after data review.
- Produced a monthly performance scorecard for the retail segment.
- Calculated monthly bonus payout for the retail segment and commissions for the corporate sales team.

Garda World | 4 Years

Senior Financial Analyst | 1 Year

- Assisted in the development of the annual revenue budget including various "what if" scenarios.

- Developed and generated weekly scorecards used by the CEO as the main artifact for tracking revenue specific KPIs.
- Produced monthly reports, including the executive sales dashboard, for the CEO presentation.
- Prepared Sales Pipeline Reports, which significantly aided the sales team in meeting sale objectives.
- Bridged revenue performance on a month over month and year over year basis to identify key customer drivers.
- Forecasted monthly revenue numbers on an entity-wide and regional basis.
- Developed weekly Governance Reports to track regional progress and provided remedial actions to achieve targets.
- Created a monthly credit memo report with analysis which helped track problem areas.
- Reconciled monthly revenue variances and presented results within a summarized financial bridge.

Senior Accountant | 3 Years

- Created, edited, and generated company consolidated financial statements.
- Developed an accounting process for specifically identifying acquisition integration costs.
- Journalized & managed ADP payroll in addition to accruals, funding, and analysis.
- Analyzed company workers' compensation and automotive & general liability claims.
- Designated the POWERUSER and assisted with data and system integrity validation during the implementation of the new JDE Enterprise One accounting system.
- Cross-functional collaboration with the Treasury department to record all bank transactions, transfers, and payments.
- Managed and disseminated revenue distribution reports, providing insight into customer and product sales data.
- Developed and managed hierarchical and general structure mapping of the general ledger.
- Guided the process for switching to a new lockbox banking system.
- Started with the company as an Intern, then AR Clerk, AP Clerk, Junior Accountant, then Staff Accountant, absorbing ~10 roles.



JESSICA JOHNSON

DIRECTOR OF ADMINISTRATIVE SERVICES, CORPORATE PERFORMANCE

JJohnson@GoSecurTec.com
(877) 513-3211 | www.GoSecurTec.com
19505 Biscayne Blvd Ste. 2350
Aventura, FL 33180

Director of Administrative Services with a robust background in driving operational excellence HR leadership, and corporate performance across a range of industries. At SecurTec, Jessica spearheads the strategic development and execution of administrative policies that streamline operations and align with overarching business objectives. Jessica leads physical security strategy and operations, delivering advanced access control, facility protection, and comprehensive emergency preparedness plans that safeguard organizational assets. A champion of process optimization, she drives initiatives that enhance cross-functional collaboration and organizational agility.

SecurTec of Florida LLC dba SecurTec | 1 Year

Director of Administrative Services, Corporate Performance

- Direct daily administrative operations in support of the Physical Security Division, ensuring alignment between office functions and field activities across multiple client sites.
- Develop and enforce administrative policies and workflows that enhance operational efficiency, staff coordination, and service delivery in high-security environments.
- Manage departmental budgets, oversee purchasing, and monitor expenditures with a focus on cost control, compliance, and transparency.
- Provide hands-on support for scheduling, payroll coordination, contract documentation, and regulatory reporting to ensure continuity of field operations.
- Lead, train, and supervise administrative support teams, fostering responsiveness, accountability, and clear communication across departments.
- Collaborate closely with field supervisors and contract managers to ensure administrative systems (e.g., timesheets, site logs, onboarding) are accurate, timely, and fully compliant.
- Streamline administrative processes by leveraging ERP, CRM, and workforce management tools tailored for physical security operations.
- Oversee vendor contracts, office procurement, and equipment tracking to support readiness and resource availability at all security sites.

Core Competencies & Skills

Administrative Operations
- **HR Support & Onboarding**
- **Physical Security Oversight**
- **Budget & Financial Management**

Customer Service & Client Relations ·
- **Staff Scheduling & Team Leadership**
- **Process Improvement**
- **Policy & SOP Development**

CRM & ERP Systems
- **Microsoft Office Suite**
- **Compliance & Records Management**
- **Notary Public Services**

CONFIDENTIAL & TRADE SECRET – REDACTED VERSION
Exempt from disclosure pursuant to Florida Statutes §§ 119.071(1)(f) and 688.002(4)

- Maintain up-to-date compliance documentation, certifications, and incident reports in accordance with client and regulatory standards.
- Act as a liaison between senior leadership, field operations, and support departments to ensure seamless execution of security services and strategic initiatives.

Air Duct Aseptics| 7 Years

Office Manager

- Managed day-to-day operations for a 30+ person team, resolving administrative challenges and supporting internal coordination.
- Oversaw scheduling, timesheet review, and labor tracking to optimize technician deployment and productivity.
- Handled high-level client escalations and coordinated corporate travel and event logistics.
- Maintained office financial records, digital systems, and inventory to ensure operational readiness.
- Collaborated with HR on onboarding, policy updates, and training initiatives.
- Trained field technicians on CRM tools and mobile devices.

NSA, LLC | 3 Years

Customer Care Representative

- Delivered frontline support to customers and distributors, handling high-volume inbound calls with professionalism and efficiency
- Provided accurate shipping schedules and tracking updates, ensuring transparent communication throughout the fulfillment process
- Maintained and updated customer account records, ensuring data integrity and timely resolution of service needs
- Supported order placement and managed product returns, enhancing customer satisfaction and retention
- Conducted outbound collection calls, processed payments, and ensured account reconciliation aligned with company policy
- Responded to customer inquiries via email, delivering timely and solution-oriented support
- Executed accurate data entry for orders, transactions, and account updates, contributing to operational accuracy

Diamond Marketing Solutions | 2 Years

Customer Care Representative

- Provided responsive support to customers and clients via phone and email, ensuring consistent and professional service delivery
- Shared pricing, shipping, and tracking information, supporting smooth transactional experiences for both B2B and B2C clients
- Organized and maintained client order documentation, ensuring proper archival of weekly processed orders using standardized filing protocols
- Supported the broader account management team by maintaining communication logs and contributing to a cooperative, client-focused environment

Appendix B – Certificates of Insurance

On the following page please find our specimen COI's.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/4/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Certificate Department	
El Dorado Insurance Agency, Inc. 3673 Westcenter Dr Houston, TX 77042	PHONE (A/C, No, Ext): (713)521-9251	FAX (A/C, No): (713)521-0125
	E-MAIL ADDRESS: certificates@eldoradoinsurance.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Summit Specialty Insurance Company	16889
INSURER B :	Milford Casualty Insurance Company	26662
INSURER C :	Travelers Casualty and Surety	19038
INSURER D :		
INSURER E :		
INSURER F :		

INSURED

SecurTec of Florida LLC
dba SecurTec
222 Lakeview Ave, Ste 800
West Palm Beach, FL 33324

COVERAGES **CERTIFICATE NUMBER:** 247161 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Errors & Omissions GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			SCGL005000214200	07-18-2025	07-18-2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			SXCS005000085100	07-18-2025	07-18-2026	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		MWC1039650	07-18-2025	07-18-2026	[X] PER STATUTE [X] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Package			108316818	07-18-2025	07-18-2026	Cyber Liability Form C-Theft, Disapp & D	1,000,000 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Sample Certificate

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/23/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

State Farm

Kathleen Van Wieirngen Ins Agency
6250 Lantana rd Suite 8
Lake Worth, FL 33463

CONTACT NAME: ustin van Wieringen
PHONE (A/C, No, Ext): 5614345699 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

SECURTEC OF FLORIDA DBA SECURTEC
222 lakeview ave ste 800
West palm beach, FL 33401

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☒ ANY AUTO			59 -6867-P02	07/22/2025	01/22/2026	BODILY INJURY (Per person)	$ 1,000,000
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS			59 -6867-P03	07/22/2025	01/22/2026	BODILY INJURY (Per accident)	$ 1,000,000
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			59 -6867-P04	07/22/2025	01/22/2026	PROPERTY DAMAGE (Per accident)	$ 1,000,000
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Completed by an authorized State Farm representative. If signature is required, please contact a State Farm agent.

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Appendix C – Florida Agency License B3500037

On the following page please find our *Security Licensure* and *State of Florida Certificate of Good Standing*.

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

WILTON SIMPSON
COMMISSIONER

DIVISION OF LICENSING

04/29/25	04/29/28	B 3500037
DATE ISSUED	DATE OF EXPIRATION	LICENSE NUMBER

SECURTEC OF FLORIDA, LLC.

222 LAKEVIEW AVE
SUITE 800
WEST PALM BEACH, FL 33401

XANTHOS, JOHN C, OTHER

THE *SECURITY AGENCY* NAMED ABOVE IS LICENSED AND REGULATED UNDER THE PROVISIONS OF CHAPTER 493, FLORIDA STATUTES.

WILTON SIMPSON
COMMISSIONER

Scanned with CamScanner

State of Florida
Department of State

I certify from the records of this office that SECURTEC OF FLORIDA LLC is a limited liability company organized under the laws of the State of Florida, filed on August 7, 2024, effective August 7, 2024.

The document number of this limited liability company is L24000346898.

I further certify that said limited liability company has paid all fees due this office through December 31, 2025, that its most recent annual report was filed on April 29, 2025, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Eighteenth day of June, 2025



Secretary of State

Tracking Number: 8705270330CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Appendix D – W-9 Form

On the following page please find our W-9.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

SECURTEC OF FLORIDA LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . P

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

222 LAKEVIEW AVE STE 800

Requester's name and address (optional)

6 City, state, and ZIP code

WEST PALM BEACH, FL 33401

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

9	9	–	4	4	4	0	5	6	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** [signature] **Date** 1/1/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Appendix E – Proof of E-Verify registration

On the following page please find our E-Verify documentation.

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 2707111

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and SecurTec of Florida LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

    a. Notice of E-Verify Participation

    b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps
(see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance
(indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.

The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

   a. Scanning and uploading the document, or

   b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 2707111

Approved by:

Employer	
SecurTec of Florida LLC	
Name (Please Type or Print) John C Xanthos	**Title**
Signature Electronically Signed	**Date** 06/18/2025
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 06/18/2025

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 2707111

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	SecurTec of Florida LLC
Company Facility Address	222 Lakeview Avenue Suite 800 West Palm Beach, FL 33401
Company Alternate Address	
County or Parish	PALM BEACH
Employer Identification Number	994440562
North American Industry Classification Systems Code	561
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL	1

Company ID Number: 2707111

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	John C Xanthos
Phone Number	8775133211
Fax	
Email	ixanthos@GoSecurTec.com

Company ID Number: 2707111

This list represents the first 20 Program Administrators listed for this company.

ARMED SECURITY GUARD SERVICES

IFB No. 26-002
FINAL BID TABULATION: November 25, 2025, at 2:00 P.M.

	COMPANY NAME	BASE BID AMOUNT	PREFERENCE CBE/SBE/LOCAL	City Hall Lobby/Commission Meetings/Bldg, Planning & Zoning Alternate	COMPETITIVE BID (AFTER 5% APPLICATION OF PREFERENCE)
1.	**Securtec of Florida LLC**	**$658,100.88**	**N/A**	**$82,496.48**	**$658,100.88**
2.	Bright Light Security Services	$742,176.20	Local	$93,632.00	**$705,067.39**
3.	Dynamic Integrated Security	$760,266.00	SBE	$95,304.00	**$722,252.70**
4.	F.I.R.S.T. Team Security Agency LLC	$776,275.56	Local	$95,069.92	**$737,461.79**
5.	Regions Security Services, Inc	$738,925.20	N/A	$95,088.80	**$738,925.20**
6.	Total Protection Solution LLC	$792,360.00	Local	$100,320.00	**$752,742.00**
7.	Sunstates Security	$795,749.04	Local	$99,751.52	**$755,961.59**
8.	Kent Services Inc	$764,559.36	N/A	$93,799.20	**$764,559.36**
9	US Security Alliance	$862,964.64	Local	$111,412.40	**$819,816.41**
10.	Choice One Protection LLC	$848,958.48	N/A	$106,439.52	**$848,958.48**
11.	Vista Security Services	$852,260.40	N/A	$108,445.92	**$852,260.40**
12.	Excelsior Defense, Inc	$869,168.32	N/A	$108,078.08	**$869,168.32**
13.	International Proactive Security	$996,878.16	N/A	$129,124.00	**$996,878.16**
14.	Pro-Secur Inc	$1,059,840.00	N/A	$132,088.00	**$1,059,840.00**

15.	Kaive Pro Security	NON-RESPONSIVE		NON-RESPONSIVE	NON-RESPONSIVE
16.	Consumer Investigation Inc	NON-RESPONSIVE		NON-RESPONSIVE	NON-RESPONSIVE
17.	Sunshine Protection LLC	NON-RESPONSIVE		NON-RESPONSIVE	NON-RESPONSIVE
18.	Nation Security	NON-RESPONSIVE		NON-RESPONSIVE	NON-RESPONSIVE

- Offers listed from the vendors herein are the only offers received timely as of the above opening date and time.
- All other offers submitted in response to this solicitation, if any, are hereby rejected as late.
- Bidders with SBE/CBE Certification (5%) and Local Business Enterprises (LBE) (5%) receives preference participation points on their total bid price.
- **A CBE or SBE firm**: a Small Business Enterprise (SBE) or a County Business Enterprise (CBE), has a Broward County Business
- Tax Receipt, is in, and doing Business in Broward County, and certified by the Broward County Office of Economic Development and Small Business Development.

Jason Chong

Jason Chong
Opened by:

INVITATION FOR BIDS

ARMED SECURITY GUARDS SERVICES (RE-BID)

IFB # 26-002

The City of Miramar City Commission:

Mayor Wayne M. Messam
Commissioner Maxwell B. Chambers
Commissioner Avril K. Cherasard
Commissioner Yvette Colbourne
Commissioner Carson Edwards

Dr. Roy L. Virgin, City Manager
City of Miramar
2300 Civic Center Place
Miramar, FL 33025

DATE ISSUED: Thursday, October 16, 2025

OPENING DATE: Tuesday, November 11, 2025, at 2:00 PM EST

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INSTRUCTIONS FOR SUBMITTING A BID IN RESPONSE TO A FORMAL INVITATION FOR BIDS

BIDS MUST BE SUBMITTED USING ONE OF THE FOLLOWING OPTIONS:

OPTION 1: Submit electronically via DemandStar e-bidding module at www.demandstar.com

Please note the following instructions when submitting bids via DemandStar:

1. All bids must be submitted on 8 ½-inch by 11-inch paper, neatly typed with one-inch margins and single-line spacing.

OR

OPTION 2: Delivered in person or mailed to the City.

Bidders must submit one (1) unbound one-sided original bid, neatly typed on one side only with normal margins and spacing, by the due date and time specified in the solicitation. A USB must also be submitted with an electronic version of the complete bid.

Each bid mailed or delivered in person to the City of Miramar (hereinafter the "City") must be submitted in a sealed envelope or container and must have the following information clearly marked on the face of the envelope or container

a) Bidder's name, return address and telephone number
b) Solicitation number
c) The Solicitation Due Date and Time
d) Title of the Solicitation

Failure to include this information may result in your bid being deemed "non-responsive" if the City determines that the bid resulted in prejudice to other bidders. The bidder shall have no grounds to protest should such bid that have failed to include the information described above be opened in error.

Bids must be mailed or delivered in person to the attention of the City Clerk's Office as shown below:

OFFICE OF THE CITY CLERK
CITY OF MIRAMAR
2300 CIVIC CENTER PLACE
MIRAMAR, FL 33025

Bids submitted at the same time for different solicitations shall be placed in separate envelopes, and each envelope shall contain the information previously stated. Failure to

comply with this requirement shall result in any such incorrectly packaged Proposals not being considered.

PLEASE NOTE THAT ONLY BIDS RECEIVED ON OR BEFORE THE DUE DATE AND TIME OF NOVEMBER 11, 2025 AT 2:00 P.M. EST WILL BE ACCEPTED.

SUBMITTING A BID IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE BIDDER. THE CITY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, OR CAUSED BY ANY OTHER OCCURRENCE. ANY BID RECEIVED AFTER THE DUE DATE AND TIME STATED IN THE SOLICITATION TIMETABLE IN THIS INVITATION FOR BIDS WILL NOT BE OPENED AND WILL NOT BE CONSIDERED.

THE BID MUST BE SIGNED BY AN AUTHORIZED OFFICER OF THE BIDDER WHO IS LEGALLY AUTHORIZED TO ENTER INTO A CONTRACTUAL RELATIONSHIP IN THE NAME OF THE BIDDER. THE SUBMITTAL OF A BID BY A BIDDER WILL BE CONSIDERED BY THE CITY AS CONSTITUTING AN OFFER BY THE BIDDER TO PERFORM THE REQUIRED SERVICES AND/OR PROVIDE THE REQUIRED GOODS AT THE PRICE STATED BY THE BIDDER.

SECTION 1
GENERAL TERMS AND CONDITIONS

1-1 DEFINITIONS

1. The term “Bid” shall refer to any offer(s) submitted in response to this Invitation for Bids.

2. The term “Bidder(s)” shall refer to anyone submitting a Bid in response to this Invitation for Bids.

3. The terms “CBE” or “SBE Firm” is defined as a Small Business Enterprise (“SBE”) or a County Business Enterprise (“CBE”), which has a Broward County Business Tax Receipt, is located and doing business in Broward County, and certified by the Broward County Office of Economic Development and Small Business Development.

4. The term “Chief Procurement Officer” shall refer to the manager of the City’s Procurement Department.

5. The term "City" shall refer to the City of Miramar, Florida, or its City Commission, as applicable.

6. The term "Contract" shall refer to the Contract that may result from this Invitation for Bids.

7. The term “Due Date and Time” shall refer to the due date and time listed in the Solicitation Timetable in Section 2 of this Solicitation.

8. The term "Goods” shall refer to all materials and commodities that will be required to be provided by the Successful Bidder(s) in accordance with the Scope of Work and the Terms and Conditions of this Solicitation.

9. The terms "Invitation for Bids", “IFB” or “Solicitation” shall mean this Invitation for Bids, including all Exhibits and Attachments approved by the City, and amendments or change orders issued by the Procurement Department.

10. The term “Procurement Department” shall refer to the Procurement Department of the City of Miramar.

11. The terms "Subcontractor" and “Subconsultant” shall refer to any person, firm, entity, or organization, other than the employees of the Successful Bidder(s), who contract with the Successful Bidder(s) to furnish labor, or labor and materials, in connection with the Work or Services to the City, whether directly or indirectly, on behalf of the Successful Bidder(s).

12. The term "Successful Bidder(s)" shall refer to the Bidder(s) receiving an award as a result of this Invitation for Bids.

13. The terms "Work", "Services", “Associated Services”, “Program”, “Project”, or “Engagement” shall refer to all matters and things that will be required to be done by the Successful Bidder(s) in accordance with the Scope of Work and the Terms and Conditions of this Solicitation.

1-2 AVAILABILITY OF INVITATION FOR BIDS

Copies of this Solicitation package may be obtained from Demandstar at www.demandstar.com. Bidder(s) are **not** required to register with Demandstar to receive a copy of any City Solicitation. Registration with Demandstar.com is optional, at the sole discretion of the Bidder(s). Bidders choosing to register with Demandstar may do so online at www.demandstar.com. **Note: if you are already registered with Demandstar to receive solicitations from Broward County, you do NOT need to register again**.

Bidders who obtain copies of this Solicitation from sources other than the City's Procurement Department or Demandstar risk the potential of failing to receive amendments since their names will not be included on the list of firms participating in the Solicitation process. Such Bidders are solely responsible for such risks.

To request the Solicitation package from the City's Procurement Department, your request should include the following information: the solicitation number and title; the name of the potential Bidder, as well as the name, email address and telephone number of the potential Bidder's authorized contact person.

1-3 CONE OF SILENCE

Bidders are notified that this Solicitation is subject to a "**Cone of Silence**Pursuant to Sections 2-421 and 2-422 of the City Code of Ordinances ("Code"), "Cone of Silence" is defined to mean a prohibition on any communication regarding this solicitation between a potential contractor, service provider, bidder, proposer, offeror, lobbyist, or consultant and the City's personnel, including but not limited to the City Manager, member of the City's professional staff, or any member of the selection committee.

The Cone of Silence shall be imposed upon each request for proposal, request for qualifications, request for letters of interest or invitation for bids at the time of short listing by the selection team for responses to the particular solicitation, and for procurements, such as a bid, where a short listing is not created, in which case the cone of silence shall be imposed at the bid opening or at the time responses are received.

This Cone of Silence does not apply to oral communications at pre-proposal conferences; oral presentations before evaluation committees; contract negotiations; public presentations made to the City Commission during any duly noticed public meeting; or communications in writing at any time with any City employee, official, or member of the City Commission regarding matters not concerning this solicitation.

The Cone of Silence shall terminate at the time the City Manager or his or her designee makes a recommendation to the City Commission at a duly scheduled meeting of the City Commission; provided, however, that if the City Commission refers the City Manager's recommendation back to the City Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the City Manager makes a subsequent recommendation.

1-4 CONTENTS OF SOLICITATION

1. General Conditions.

a) It is the sole responsibility of the Bidder(s) to become thoroughly familiar with the Solicitation requirements and all terms and conditions affecting the performance of this Solicitation. Pleas of ignorance by the Bidder(s) of conditions that exist, or that may exist, will not be accepted as a basis for varying the requirements of the City or the compensation to be paid to the Successful Bidder.

b) The Bidder(s) is advised that this Solicitation is subject to all legal requirements and all other applicable City and County Ordinances and/or state and federal statutes, rules or regulations.

2. Additional Information/Addenda.

1) Requests for additional information, explanation, clarification or interpretation must be made in writing to the Procurement Department via e-mail to the contact person(s) listed in this solicitation. The request shall contain the requester's name, address, and telephone number.

2) The Procurement Department will issue a response to any inquiry it deems necessary, via an addendum, issued prior to the solicitation due date and time. Bidder(s) shall not rely on any representation, statement or explanation other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this Solicitation and any addendum issued, the last addendum issued will prevail.

3) It is the Bidder(s) responsibility to ensure receipt of all addenda and substitute Bid Forms. It is the Bidder(s) further responsibility to verify with the Procurement Department, prior to submitting a Bid, that all addenda have been received. The Bidder(s) shall submit the Bid form entitled "**ADDENDA ACKNOWLEDGMENT FORM**" with their Bids.

3. Conflicts in this Solicitation.

Where there appears to be a conflict between the General Terms and Conditions, the Special Conditions, the Scope of Services, the Sample Contract, or any amendment issued, the order of precedence shall be the last amendment issued; the Scope of Services; the Special Conditions; the General Terms and Conditions, and then the Sample Contract.

Where there appears to be a conflict with the due date and time listed anywhere in this solicitation, it is the sole responsibility of the potential bidder(s) to verify the due date and time.

1-5 PREPARATION AND SUBMISSION OF A BID

a. Preparation

i) The Bid Forms shall be used when submitting a Bid. Use of any other forms shall result in the Bidder(s) Bid being deemed "Non-Responsive."

ii) The Bid will either be typed or completed legibly in ink. The Bidder(s) authorized agent will sign the Bid Forms in ink, and all corrections made by the Bidder(s) shall be initialed in ink by the authorized agent. The use of pencil or erasable ink or failure to comply with any of the foregoing may result in the rejection of the Bid.

iii) Upon request, the City will provide a tax exemption certificate, if applicable.

iv) Any special tax requirements will be specified either in the Special Conditions or in the Scope of Services.

vi) A telegraphic or facsimile Bid shall not be considered.

vii) The apparent silence of the Scope of Services or the omission from the Scope of Services of a detailed description concerning Services requested shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the Scope shall be made upon the basis of this Solicitation.

viii) Vendor Registration is not required.

The city utilizes DemandStar for their vendor registration and vendor database system. Registration with DemandStar is **not** required to submit a Bid.

b. Criminal Conviction Disclosure.

Any individual who has been convicted of a felony during the past ten (10) years and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering a Contract with or receiving funding from the City. Forms are available from the Procurement Department.

c. Sworn Statement on Public Entity Crimes.

Pursuant to Paragraph 2(a) of Section §287.133, Florida Statutes, "[A] person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or

perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

d. Preference for CBE or SBE Firms and Local Bidders.

i) Except where federal, state or county Law mandates to the contrary, or as otherwise provided herein, the City, pursuant to its purchasing authority, shall grant a preference in the amount of five percent of any Bid or five points of any Bid score to a CBE or SBE Firm. Such preference shall apply to Bids or Proposals for commodities, Services and construction.

ii) Except where federal, state or county Law mandates to the contrary, or as otherwise provided herein, the City, pursuant to its purchasing authority, shall grant a preference in the amount of five percent of any Bid or five points of any Bid score to a Local Business. Such preference shall apply to Bids or Proposals for commodities, Services and construction.

iii) A vendor located outside the City of Miramar City limits is considered equivalent to a Miramar vendor and accorded the same preference if it employs a minimum of 10 full-time equivalent ("FTE") Miramar residents, or its employed Miramar residents constitute 20 percent FTE of the company's local workforce (Broward and Miami-Dade Counties), whichever is larger. Such preference shall apply to Bids or Proposals for commodities, Services and construction.

e) Application of Preferences**.**

In the application of any price preference granted by the Miramar Procurement Code or Policies, the preference is applied by granting the specified percent price reduction to the price of the Bidder allowed the preference. Preferences shall be additive and computed on the Bid.

f) Drug-free Workplace Preference

All public Bids are subject to the City of Miramar "Preference to Businesses with Drug-free Workplace Program" Ordinance No. 91-32, which grants a preference to a business with a drug-free workplace program whenever two or more Bids are equal with respect to price, quality, and Services. The drug-free workplace vendor shall have the burden of demonstrating that its program complies with Section §287.087, Florida Statutes, and any other applicable state Law. An announcement of this program may be included with the Bid submittals. All Bidders shall submit the duly signed and notarized Bid Form entitled "**DRUG FREE WORKPLACE AFFIDAVIT**."

g) Anti-Kickback Affidavit

All Bidder(s) shall submit the duly signed and notarized form entitled "**ANTI-KICKBACK AFFIDAVIT**".

h) Non-Collusion Affidavit

All Bidder(s) shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Bidder(s), firm, or person to submit a collusive or sham Bid in connection with the Work for which their Bid has been submitted; or to refrain from offering in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the Bid or of any other Bidder(s), or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder(s), or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Bidder(s), or any person interested in the proposed work. All Bidder(s) shall submit the duly signed form entitled "**NON-COLLUSION DECLARATION**".

i) Non-Discrimination Affidavit.

All Proposers shall affirm that their organization shall not discriminate against any person in its operations, activities, or delivery of Services. Proposers shall also affirmatively comply with all applicable provisions of federal, state, and local equal employment Laws and shall not engage in or commit any discriminatory practice against any person on the grounds of sex, race, color, ethnic or national origin, religion, marital status, disability, genetic information, age, political beliefs, sexual orientation, gender, gender identification, social and family background, linguistic preference, pregnancy, and any other legally prohibited basis, or any other factor which cannot be lawfully used as a basis for Service delivery. All Proposers shall submit the duly signed and notarized form entitled "**NON-DISCRIMINATION AFFIDAVIT**."

j) Living Wage Affidavit

All Bidder(s) shall submit the duly signed and notarized form entitled "**LIVING WAGE COMPLIANCE AFFIDAVIT**"

k) Business/Vendor Profile Survey.

All Bidder(s) shall provide the City with the information requested in the Business/Vendor Profile Survey prior to being recommended for award of any Contract resulting from this Solicitation.

l) Request for Taxpayer Identification Number and Certification.

All Bidder(s) shall provide the City with their Taxpayer Identification Number prior to being recommended for award of any Contract resulting from this Solicitation.

m) Antitrust Laws.

By submission of a signed Bid, the Successful Bidder(s) acknowledges compliance with all antitrust laws of the United States and the State of Florida, to protect the public from restraint of trade, which illegally increases prices.

n) Conflicts of Interest.

The award of the Contract is subject to the provisions of Chapter 112, Florida Statutes. Bidder(s) shall disclose the name of any Officer, Director, Partner, Associate, or Agent who is also an Officer, Appointee, or Employee of the City at the time of the Bid, or at the time of occurrence of the Conflict of Interest thereafter.

o) Collection of Fees, and Taxes.

By acceptance of a Contract, the Successful Bidder(s) acknowledges compliance with the requirement that all delinquent and currently due fees and taxes have been paid. The City may require verification and satisfaction of all delinquencies and currently due fees and taxes prior to recommending a Bidder(s) for the award of any Contract.

1-6 MODIFICATION OR WITHDRAWAL OF A BID

a) Modification of a Bid.

Any modification of a Bid by the Bidder(s) shall be submitted to the Office of the City Clerk prior to the Solicitation Due Date and Time. The Bidder(s) shall submit the new Bid and a letter, on company letterhead, signed by an authorized agent of the Bidder(s) stating that the new submittal supersedes the previously submitted Bid. The sealed envelope shall contain the same information as required for submitting the original Bid. In addition, the envelope shall be marked with a statement that this Bid replaces the previously submitted Bid. No modifications of a Bid shall be accepted after the Solicitation Due Date and Time.

b) Withdrawal of a Bid.

A Bid may be withdrawn only by written communication delivered to the Office of the City Clerk prior to the Solicitation Due Date and Time. A Bid may also be withdrawn after 180 calendar days after the Solicitation Due Date and Time, if it is withdrawn prior to the recommendation for award, by submitting a letter to the Office of the City Clerk at the address identified in this Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder(s).

1-7 LATE BIDS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

Bids received after the Solicitation Due Date and Time shall not be accepted, opened, or considered. Modifications of Bids received after the Solicitation Due Date and Time shall also not be accepted or considered. Withdrawals of Bids received after the Solicitation Due Date and Time or prior to the expiration of 180 calendar days after the Solicitation Due Date and Time shall not be accepted or considered.

1-8 SOLICITATION POSTPONEMENT OR CANCELLATION

The City may, in its sole and absolute discretion, reject all, or parts of any and all Bids, re-advertise this Solicitation, postpone or cancel, at any time, this Solicitation process, or waive any irregularities in this Solicitation or in the Bids received as a result of this Solicitation.

1-9 COST OF BIDS

All expenses involved with the preparation and submission of Bids to the City, or any work performed in connection therewith, shall be borne by the Bidder(s). No payment shall be made for any responses received, or for any other effort required of or made by the Bidder(s) prior to commencement of Work as defined by a contract duly approved by the City Commission.

1-10 RECEIPT OF ADDENDA AND SUBSTITUTE BID FORMS

It is the Bidder's responsibility to ensure receipt of all addenda and substitute Bid Forms. It is the Bidder's further responsibility to verify with the Procurement Division, prior to submitting a Bid, that all addenda have been received.

All inquiries regarding this Bid must be written and should be ***emailed*** to the Procurement contact for this solicitation.

1-11 EXCEPTIONS TO THE SOLICITATION

Bidder(s) may take exception to any of the terms of this Solicitation unless the Solicitation specifically states where exceptions may not be taken. All exceptions taken must be specified in the Bidder(s) cover letter, and shall be referenced by utilizing the corresponding Section, paragraph, and page number in this Solicitation.

Where exceptions are taken, the City, in its sole discretion, shall determine whether to consider the exception and/or the acceptability of the proposed exceptions. The city, after completing the evaluation of the exception, may accept the Bid with the exception, reject the entire Bid due to the exception taken, or deem the Bid Non-Responsive. **BIDDER(S) TAKING EXCEPTIONS ARE SOLELY RESPONSIBLE FOR THIS RISK.**

The city is under no obligation to accept or consider any exceptions or accept any Bid with an exception. Bidder(s) are reminded that they may submit one Bid without exceptions and an alternate Bid with exceptions.

1-12 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidder(s) are notified that all information submitted as part of or in support of Bids will be available for public inspection after opening of the Bids, in compliance with Chapter 119, Florida Statutes, popularly known as the “Public Records Law”. Any person wishing to view the Bids in person must make an appointment by calling the Procurement Department at (954) 602-3053.

All Bids submitted in response to this Solicitation become the property of the City. Unless the information submitted is proprietary, copywritten, trademarked, or patented, the City reserves the right to utilize any or all information, ideas, conceptions, or portions of any Bid, in its best interest. Acceptance or rejection of any Bid shall not nullify the City’s rights hereunder.

1-13 EVALUATION OF BIDS

a) Rejection of Bid.

1) The city may reject any Bidder’s(s’) Bid and award to the next lowest responsive, responsible Bidder(s).

or

The city may reject and re-advertise for all or any part of this Solicitation, whenever it is deemed in the best interest of the city. The City shall be the sole judge of what is in its "best interest."

2) The City may reject any Bid if the Bidder(s) does not accept or attempts to modify the terms and conditions of this Solicitation.

b) Elimination from Consideration.

No Contract shall be awarded to any person or firm that is in default to the City because of any debt, taxes, or any other obligation whatsoever.

c) Waiver of Informalities.

The City reserves the right to waive any informalities or irregularities in this Solicitation.

d) Demonstration of Competency.

1) A Bid will only be considered from a firm that is regularly engaged in the business of providing the Goods and/or Services required by this Solicitation. The Bidder(s) must be able to demonstrate a good record of performance and have sufficient financial resources, equipment and organization to ensure that they can satisfactorily provide the Goods and/or Services if awarded the Contract because of this Solicitation.

2) The city may conduct a pre-award inspection of the Bidder's(s') site or hold a pre-award qualification hearing to determine if the Bidder(s) possesses the requirement(s) as outlined in the above paragraph and can perform the requirements of this Solicitation. The City may consider any evidence available regarding the financial, technical or other qualifications and abilities of the Bidder(s), including past performance (experience) with the City or any other governmental entity in making the award of any Contract.

3) The City may require the Bidder(s) to show evidence that it has been designated as an authorized representative of a manufacturer, supplier and/or distributor if required by this Solicitation.

4) The City reserves the right to audit all records pertaining to and resulting from any award because of this Solicitation, financial or otherwise.

1-14 NEGOTIATIONS

Not applicable to this Solicitation.

1-15 AWARD OF A CONTRACT(S)

a) Contract(s).

This Solicitation contains a sample contract. After award, a **similar** contract, inclusive of all attachments and any modifications ***that the City, in its sole discretion, may make***, will constitute the entire contract between the parties. No rights shall inure to the benefit of any Bidder pursuant to this Solicitation until the contract has been executed by both parties.

b) Additional Information.

The award of a contract(s) may be preconditioned on the subsequent submission of other documents as specified in the Special Conditions or Scope of Services. The Successful Bidder(s) shall be deemed "Non-Responsive" if such documents are not submitted in a timely manner and in the form required by the City. Where the Successful Bidder(s) is deemed "Non-Responsive" as a result of such failure to provide the required documents, the City may award any Contract to the next lowest, responsive, responsible Bidder whose bid is in the best interest of the City.

c) Independent Contractor(s).

The Successful Bidder shall be a contractor operating independently from the City. All employees and contractor(s) to the Successful Bidder(s) shall be, always, the sole employees or contractor(s) of the Successful Bidder(s) under its sole discretion and not an employee, contractor(s), or agent of the City. Nor shall employees and contractor(s) to the Successful Bidder(s) enjoy any privity of contract with the City. Neither the Successful Bidder(s) nor any of its employees shall receive any City benefits available to employees of the City. The Successful Bidder(s) shall supply competent and physically capable employees and contractor(s). The city may require the

Successful Bidder(s) to remove any employee or contractor(s) it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued performance of the Services is not in the best interest of the city. Failure of the Successful Bidder to comply with the City's request will be sufficient cause for the Successful Bidder to be declared in breach of the Contract.

d) Contract Extension.

The City reserves the right to automatically extend any Contract(s) for up to 180 calendar days beyond the stated Contract(s) term, for operational purposes, under the same terms and conditions of said Contract(s). The City shall notify the Successful Bidder(s) in writing of such extensions. Additional extensions beyond the first 180-day extension may occur, if, approved by the City's Commission with the mutual agreement of the city and the Successful Bidder(s).

e) Limited Contract Extension.

Any specific Work assignment which commences prior to the termination date of any Contract(s) and which will extend beyond the termination date shall, unless terminated by mutual written agreement of both parties, continue until completion at the same prices, terms and conditions as set forth in the Contract(s).

f) Non-Exclusive Contract(s).

Although the purpose of this Solicitation is to secure a Contract(s) that can satisfy the total needs of the City, it is agreed and understood that any Contract(s) does not constitute the exclusive rights of the Successful Bidder(s) to receive all orders that may be generated by the City in connection with the types of products and/or Services requested, unless otherwise stated herein.

g) Voluntary Reduction in Price

The City may accept a voluntary reduction from a low Bidder after Bid opening, if such reduction is not conditioned on, nor results in, the modification or deletion of any condition contained in the Invitation for Bids and is determined to be in the best interests of the City. A voluntary reduction may not be used to ascertain the lowest responsive Bid.

1-16 RIGHT OF APPEAL

After a notice of intent to award a Contract is posted, any actual or prospective Bidder who is aggrieved in connection with the pending award of the Contract or any element of the process leading to the award of the Contract may protest to the Chief Procurement Officer. A protest must be filed within five business days after posting or any right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of and the basis for the protest. Filing shall be considered complete when the protest and accompanying fee is received by the Chief Procurement Officer.

A nonrefundable filing fee from the protester is required to compensate the city for the expenses of administering the protest. The fee shall be in the form of cash or a cashier's check, and in accordance with the schedule provided below:

Contract Award	**Amount Filing Fee**
$10,000-$50,000	$500.00
$50,001-$250,000	$1,000.00
$250,001 and greater	1% of the pending award or $5,000.00, whichever is greater

1-17 BIDDER(S) AND RESULTING SUCCESSFUL BIDDER(S) OBLIGATIONS

a) Rules, Regulations, Licensing, and Other Requirements.

The Bidder(s) shall comply with all laws and regulations applicable to the Goods and/or Services contained in this Solicitation. The Bidder(s) is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the Goods and/or Services offered.

a) Conditions of Packaging and Packaging Materials.

If applicable, and unless otherwise specified in the Special Conditions or Scope of Services, all containers shall be suitable for shipment and/or storage and recyclable to the greatest extent possible.

1-18 REQUIRED LISTING OF SUBCONTRACTORS AND SUPPLIERS

All Contracts with the City for purchase of supplies, materials, or Services, including professional Services which involve the expenditure of $25,000 or more, shall require that the Bidder(s) submits with its Bid a listing of all first-tier Subcontractors or Subconsultants who will perform any part of the Contract Work and all suppliers who will supply materials for the Contract Work direct to the Successful Bidder(s). In addition, the Successful Bidder(s) shall not change or substitute Subcontractors, Subconsultants, or suppliers from those listed in the Bid except upon written approval of the City.

All Bidder(s) shall submit the completed Bid form entitled "**BIDDER(S) DISCLOSURE OF SUBCONTRACTORS, SUBCONSULTANTS, AND SUPPLIERS**" with their Bid. **FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL RENDER THE BID NON-RESPONSIVE.**

1-19 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

The Successful Bidder(s) understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. The Successful Bidder(s) agrees to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

1-20 OTHER AGENCIES (PIGGYBACK CLAUSE)

The successful Bidder(s) from this IFB may permit any other municipality or government agency to contract with the Bidder under the same prices, terms, and conditions of the Agreement entered with the City. Any other agency that chooses to piggyback the terms and conditions of this contract shall do so independently and shall be responsible for its own purchases.

1-21 ACCEPTANCE OF CREDIT CARDS

The City of Miramar has implemented a Purchasing Card (P-Card) Program. Vendors must have the capability to accept credit cards for payments or must be willing to take the necessary steps to have the capability to accept credit cards prior to the implementation of this agreement as the city may opt to use the P-Card (SunTrust Mastercard) as its method of payment.

While acceptance of credit cards for payments may be mandatory, this shall not be the City's exclusive method of payment. Contractors shall not charge a surcharge, convenience fee or any other fees associated with the acceptance of payment by the City's P-Card.

1-22 VENDOR REGISTRATION

Vendors who are interested in registering their business with the City of Miramar may do so by visiting the following link: https://www.miramarfl.gov/189/Vendor-Registration.

1-23 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS

In accordance with F.S. 287.05701, the City of Miramar does not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible Proposer. Furthermore, the City of Miramar does not give preference to a Proposer based on the Proposer's social, political or ideological interests.

END OF SECTION

SECTION 2
SPECIFIC TERMS AND CONDITIONS

2-1 PURPOSE

The purpose of this Solicitation is to select a Provider to perform Armed Security Guard Services according to the Scope of Services set forth herein. The City requests bids from experienced, fully qualified, certified and licensed companies, hereinafter referred to as the "Bidder" to provide the Services described herein.

2-2 SOLICITATION TIMETABLE

The anticipated schedule for this Solicitation and the award of any resulting Contract shall be as follows:

Milestone	**Timeframe**
IFB Issuance	Thursday, October 16, 2025
Mandatory Pre-Bid Conference	**Thursday, October 23, 2025, at 10:00 AM EST at the Wastewater Reclamation Facility (WWRF), located at 13900 Pembroke Road, Miramar, FL 33027**
Deadline for Clarification Questions	Tuesday, November 4, 2025
Bids Due to City	**Thursday, November 11, 2025, at 2:00 PM EST**
Award of IFB	TBA

2-3 TERM OF CONTRACT

The Contract resulting from this Solicitation shall be for a period of three years, with the option to renew for two additional one-year periods.

In addition to any renewal, the City Manager or his/her designee is authorized to extend, for operational purposes only, for a maximum of 180 days, any Contract entered by the City pursuant to City Commission approval. Any further extensions of such Contract require the approval of the City Commission.

2-4 METHOD OF AWARD

The award of any Contract resulting from this Solicitation will be made to the lowest responsive, responsible Bidder that meets the qualifications and whose Bid will be most advantageous to the City.

2-5 METHOD OF PAYMENT

The Successful Bidder(s) shall submit fully documented invoices within 30 calendar days after the Services have been rendered. These invoices shall be submitted to The City of Miramar, ATTN: Accounts Payable, 2300 Civic Center Place, Miramar, Florida 33025. All documentation shall reference the appropriate Contract number, the type of Service(s) provided, and the dates or period that the Service(s) were provided in the prior 30 days.

2-6 MANDATORY PRE-BID CONFERENCE AND SITE VISITS

A MANDATORY Pre-Bid Conference will be held at the Wastewater Reclamation Facility (WWRF), located at 13900 Pembroke Road, Miramar, Fl 33027 followed by site visits for this Solicitation. Contractors shall be prepared to visit all sites.

2-7 INSURANCE

See insurance requirements in Sample Agreement.

2-8 PERFORMANCE BOND BASED ON TOTAL BID PRICE

a) The Successful Bidder(s) to whom an award is made shall duly execute and deliver to the City a Performance Bond in the amount of 50% of the total Bid price awarded. A Successful Bidder may deliver multiple bonds in lieu of a single bond, if the aggregate total of these bonds equals the amount specified above. The bonds shall be delivered to the City within 10 calendar days after City Commission approval of the award. If a Successful Bidder fails to deliver the Performance Bond within this specified time, including any granted extensions, the City may declare the Successful Bidder's Bid as Non-Responsive as being in default of the contractual terms and conditions, and rescind the award. Further, the city may refuse to accept any proposal or Bid from the Bidder for the 24-month period following such default.

b) The following Specifications shall apply to the Performance Bond required above:

1) All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with B V qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A. M. Best Company of Oldwick, New Jersey.

2) On Contract amounts of $500,000.00 or less, the bond provisions of Section 287.0935, Florida Statutes shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

i) Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Invitation for Bids is issued; and

ii) Certifying that the surety is otherwise in compliance with the Florida Insurance Code; and

iii) Providing a copy of the currently valid Certificate of Authority issued by the United States Department of Treasury under SS. 31 U.S.C. 9304, 9308. Surety insurers shall be listed in the latest Circular 570 of the United States Department of Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations shown in this circular.

3) For Contracts in excess of $500,000.00, the company must have been listed for at least three consecutive years or hold a valid Certificate of Authority of at least $1,500,000.00 and be on the Treasury list, provide personal financial statements or last three-year corporate financial statements, list of current work on hand, evidence of borrowing capacity, copy of the firm's trade license and current certificate of insurance.

4) Surety Bonds guaranteed through the United States Government Small Business Administration ("SBA") or Successful Bidder Training and Development, Inc. will also be accepted.

5) In lieu of a Performance Bond, a cash bond in the form of a certified cashier's check made out to the City of Miramar will be acceptable. All interest will accrue to the City during the life of the Contract and if the funds are being held by the City.

6) The attorney in fact or other officer who signs a contract bond for a surety company must file with such bond a certified copy of the power of attorney authorizing the officer to do so. The Contract bond must be counter signed by the surety's resident Florida agent.

2-9 ACCEPTANCE OF GOODS AND SERVICES

The Services shall be performed by the Successful Bidder(s) consistent with the highest professional standards. Any Work not performed as required shall be corrected by the provider to the extent possible at no cost to the City.

An authorized representative of the City will inspect the Services provided under this IFB to determine acceptance of Work, appropriate invoicing and warranty conditions.

END OF SECTION

SECTION 3
SCOPE OF SERVICES AND SPECIAL REQUIREMENTS

3-1
SCOPE OF SERVICES

The Contractor Shall:

1. Administer and provide armed security guard services for the East and West WTP's which shall include, but not be limited to, staffing the perimeter fencing areas, as well as periodic patrolling (minimum once every two hours) on the entire facility using contractor provided equipment including but not limited to vehicle(s)/ 3 golf cart(s)

2. Administer and provide armed security guard services for the WWRF, which shall include, but not be limited to, staffing the main entrance security gate as well as periodic patrolling of the compound without leaving the gate compromised.

3. Administer and provide armed security guard services at other City facilities; City Hall Lobby on Monday through Thursday, Building, Planning and Zoning lobby on Tuesday and Thursday, City Commission meetings, typically two night per month (schedule to be provided to successful bidder).

4. Provide sufficient security services to protect all City property and equipment from being damaged, defaced, destroyed or stolen while on duty.

3-2
SERVICE REQUIREMENTS

The Contractor shall ensure the following Service requirements are met:

1. WORKDAYS AND HOURS

   a. Armed Security Guard Services shall be provided for the hours and workdays for each location as noted in this Solicitation.

   b. The Work Schedule shall be as follows:

      - WWRF: Monday – Sunday, 24 hours per day, 7 days per week.
      - WWTP: Monday – Sunday, 24 hours per day, 7 days per week.
      - EWTP: Monday – Sunday, 24 hours per day, 7 days per week.
      - City Hall (Lobby) – Monday through Thursday during the day 7am to 6pm
      - Building, Planning and Zoning – Tuesday and Thursdays, 7am to 6pm

2. TRAINING

   a. Contractor shall designate a training officer who shall perform all training for a new security guard assigned to the City.

   b. If a new security guard is provided after the City-provided training, the Contractor shall ensure the newly assigned security guard is properly trained on City security procedures for a minimum of eight hours and at no additional cost to the City, prior to assigning duty locations.

   c. Training shall include, but not limited to, working on-site at a City security guard post with a guard previously trained by the Contractor.

   d. Once individuals are trained, the same individual shall be utilized and assigned to the same City post areas and given the opportunity to be cross trained at other security guard posts.

3. SITE-SPECIFIC PROCEDURES

   a. Site-Specific Procedures will be identified and developed jointly by the City and Contractor.

4. SECURITY GUARD DUTIES

   a. The security guards shall perform the following duties among other duties as deemed necessary by the City:

      - Be knowledgeable of the specification requirements and post instructions to ensure strict compliance with the requirements.
      - Ensure door and gates are locked and unlocked as requested by the city.
      - Patrol interior and exterior of buildings, grounds, and City vehicles at random intervals (minimum once per two hours).
      - Monitor all security systems including, but not limited to, burglary, fire, and close circuit television (“CCTV”) systems.
      - Report any maintenance problems to the city building facility manager and the City Security Branch so that staff can make entries into the Daily Activity Log.
      - Complete Daily Security Report form(s) and ensure all activity occurring during the shift is recorded to include, but not limited to, any unusual and suspicious activity.
      - Assist the City building facility manager and the city first responders in implementing the city procedures for all fire alarms, bomb threats and other emergencies.
      - Regularly conduct random checks on all boxes and containers taken out of the building to ensure city property is not removed by unauthorized personnel.
      - Maintain contact with designated City staff by phone or two-way radio as established by post instructions to designated dispatcher.
      - Maintain respect for, and a high level of professionalism toward employees, contractors, and visitors.

- Be present at assigned duty areas at required times. Security guards shall not leave assigned area unattended until properly relieved. Under no circumstances shall any assigned duty area be left unattended without prior written City approval.
- Be always alerted to the surrounding areas of responsibility.
- Ensure unauthorized personnel do not enter City grounds and facilities beyond public access at any time.
- Avoid using force except when absolute necessary to protect persons and property.
- Control pedestrian traffic entering and departing the facilities.
- Enforce a personnel identification system by checking identification badges and/or vehicle parking decal permits, if applicable, and preventing entry of any unauthorized persons and/or vehicles into the facility.
- Maintain complete and accurate records regarding entry and departure of vehicles, employees, visitors and vendors on City property.
- Protect and safeguard materials, data, equipment and City property against loss, theft or damage.
- Provide reports which detail all unusual situations and circumstances to the security personnel's supervisor both verbally and in writing.
- Respond to alarms, suspicious activities, fires, injuries, security incidents or any emergency situations.
- Participate in the initial incident investigations and submitting appropriate detailed reports to the appropriate City staff.
- Patrol on foot or in a vehicle within the facility and check designated areas, rooms, materials, equipment, etc.
- Deter intruders and make rounds as required, at times designated. It is necessary that security equipment (fencing, locks, alarms, intrusion devices, etc.) be checked during tours of duty to assure that this equipment has not been tampered with, removed, destroyed, cut, broken or found to be defective in any way.
- Conduct initial investigations into any unusual incidents or occurrences uncovered during a tour of duty and, without undue delay, notify the City site representative or his/her designee and submitting a detailed report to security personnel's supervisor with a copy of the report to the Contract Administrator.
- Attend all court appearances for enforcement actions in which any security guard was involved at no additional cost to the city.
- Contact appropriate departments when incoming mail, fax, or carrier delivery is received at their post. Department personnel will be responsible for receipt of such material.
- Report any hazardous safety condition.
- Perform any other duties or functions not specifically outlined or set forth above but which are identified as falling within the scope and realm of a security guard's responsibilities.

5. CONTRACT MANAGER DUTIES

   a. The Contract Manager shall:

      - Maintain continuous awareness of the quality and completeness of the work performed by the security guard personnel.
      - Make periodic joint inspection checks on all security guards with the city designated representative monthly or as requested by the city.

3-3
KEY PERSONNEL QUALIFICATIONS

The Contractor shall provide the following key personnel with the listed qualifications:

1. CONTRACT MANAGER:

   The Contract Manager shall have:

   a. A minimum of three years of experience within the last five years in managing security guard personnel.

   b. Extensive knowledge and experience in armed and patrol services procedures. “Extensive knowledge” is defined as a broad knowledge of elements of a job and interrelated business areas to develop or direct the development of new methods, procedures or processes, implement their use and integration into existing programs and assume responsibility for people and its Services.

   c. Specialized training in laws and liabilities, security awareness, mediation and conflict resolution, disaster and emergency situations and managing personnel at various types of facilities.

2. ARMED SECURITY GUARD(S) QUALIFICATIONS:

   Security guard(s) shall have:

   a. A minimum of six (6) months experience with the company, one (1) year experience as a security guard and patrolling services in the field, excluding training, and a current Florida Class D security guard license.

   b. The ability to walk a minimum of 300 yards, climb stairs, and lift and carry 20 pounds.

   c. The physical and mental ability to perform the requirements of this specification.

   d. A high school diploma or GED equivalent.

   e. English language fluency with ability to receive, give, and understand written and verbal instructions and procedures.

   f. The ability to communicate orally and in writing.

g. Possess proper telephone etiquette answering skills.

h. Fully licensed and qualified to carry lethal weapons.

3-4
UNIFORMS AND EQUIPMENT

1. The Successful Contractor shall provide the following:
   a. Labor, uniforms, badges, equipment, materials, supplies, vehicles, training, supervision, and management to satisfactorily perform armed security guard services as required by the Contract in compliance with all applicable Florida laws that pertain to the "Security Services" field. A professional appearance and demeanor are vital to a positive first impression.

   b. One flashlight, reflective, high conspicuity safety vest with "SECURITY" on back, and cold weather apparel for each security guard.

   c. All additional necessary equipment/materials for security guard's use including but not limited to flashlights, clipboards, logbooks, daily activity logs, two-way handheld radio/Cell phone, etc.

2. Security guards shall:

   a. Always be in uniform while on duty. The uniform shall be neat, clean, pressed and kept in good physical condition. Non-company supplied symbols, pins, buttons, or slogans may not be applied to the uniform.

   b. Wear an identifying name badge with the company's logo which shall be clearly visible.

   c. Always maintain a neat and professional appearance.

   d. Carry all equipment necessary in the performance of their duty.

3-5
PERSONNEL REPLACEMENT

1. The City designated representative shall have the final approval as to which security guard may be assigned to City facilities.

2. The City reserves the right to request to remove and replace any security guard or staff who, in the City's sole discretion, does not meet the City professionalism, is not attentive to duty requirements, and who appears incapable of performing assigned duties or is not in compliance with service requirements in this specification or the City post Instructions.

3. Any security guard that the City requests to be removed shall be replaced within twoe hour during the term of the Contract period as requested by the designated representative of the City.

4. EMERGENCY: The city will require the Contractor to provide additional uniformed security guards personnel at City facilities or facilities under the control of the City during emergency situations, such as a natural disaster, act of terrorism, or a catastrophic event. This service is on an as-needed basis. Additional security guards shall be readily available within four (4) hours of telephone notification by the City designated representative.

5. Security guards shall remain on duty and may be required to work up to 12-hour shifts. Security guards may be required to work up to an additional 12 hours during the day or night and on any day of the week.

6. Security guards shall not work more than two consecutive shifts, unless it has been mutually approved by the City and the Contractor.

7. Security guards reporting to work under the influence of alcohol or any illegal substance or out of uniform will not be allowed to stay on duty. The Successful Bidder shall be responsible for the immediate replacement of the guard and shall staff the post until the next scheduled guard arrives for duty.

8. Security guards may be assigned additional duties as designated by the city designated representative, including but not limited to driving, transportation, carrying and lifting objects, protecting designated areas with supplies and materials and other duties as assigned within the scope of specification

3-6
NON-COMPLIANCE WITH WORK HOUR REQUIREMENTS

1. If a Contractor fails to have a security guard on duty at a city specified work facility at the scheduled time for three occurrences during six-month period, the City may, at is discretion, cancel the Contract due to non-performance.

2. The Successful Contractor must ensure assigned guards are at their designated post at the scheduled time. If a security guard is unable to report to duty as scheduled, the Bidder shall immediately provide a replacement to begin at the designated scheduled time or have the Site Supervisor replace the guard until a replacement arrives for duty.

3. If a designated post is left unguarded, and City personnel should provide coverage and act in the capacity of the guard, the City will have the right to deduct the amount for the City staff's wages and benefits from the monthly invoice or seek reimbursement from the Bidder.

4. Security Guards may not sleep while on duty. If a guard should sleep while on duty at one of the designated posts, the City reserve the right to terminate the Contract.

3-7 BIDDER REQUIREMENTS

The Contractor shall:

1. Have an office located in the Broward or Miami-Dade County. The City has the right to inspect the Bidders office before or after award. Bidder shall maintain and staff the office 24 hours a day, seven days a week during the term of the Contract and provide a local 24-hour, seven-days-a-week phone number.

2. Follow Florida Statutes Chapter 493 and all applicable local, state and federal rules and regulations.

3. Have sufficient security staff and security guard personnel to meet City needs during regular scheduled hours and emergency events.

4. Be in good financial standing and shall not be in any form of bankruptcy, current in payment of all taxes and fees and have no other financial difficulties that may prevent contractor from completing this Service.

5. Agree to have Contract Manager or site supervisor on call and return calls within 15 minutes of being contacted by the City designated representative.

6. Provide the following security guards on an as-needed basis, which may include but not be limited to:

    a. Uniformed armed patrol guards.

    b. Uniformed armed security guards when requested by the city for special occasions or in emergency situations.

    c. Security guard site supervisors.

7. Provide proof of valid Florida Class D licenses for all guards assigned to work at City-designated posts and provide background check for guards as requested by the city.

8. Provide the City designated representative the names of all security guard personnel performing under the Contract and provide updated information as changes occur.

9. Ensure security guard(s) are on time and at their scheduled the city facility.

10. Prior to security personnel being assigned to a shift at any the City facility, the Contractor shall:

    a. Submit a letter to the city designated representative verifying each individual assigned meets or exceeds the City’s security requirements.

    b. Ensure that the relevant security guard does not work more than two consecutive shifts either for the city or another client of the contractor, unless otherwise directed or approved by the city representative.

11. Provide staff and personnel with dependable vehicles with company logo as needed at designated the city locations.

12. Meet with the City-designated representative and establish post procedures and instructions for each assigned post.

13. Ensure that any request for changes to post procedures or other special requests for security guards be made in writing. These changes must be approved by the city-designated representative in writing.

14. Correct all discrepancies brought to the attention of the Contractor by the City designated representative within 24 hours.

3-8
ADDITIONAL LOCATIONS

The City reserves the right to add or remove facilities to or from the Contract or adjust the work schedule with 7 days written notice. There may be instances when the city will request the addition or removal of a security guard immediately due to emergency situations.

3-9
CONFIDENTIALITY

City business may not be disclosed to any individual, corporation, news entity or any other government agency at any time without prior written approval of the City.

3-10
CONTRACTOR OR SUBCONTRACTOR MONITORING

During the term of the Contract, the City may or may not have contractors and/or subcontractors working on special projects at City facilities. The city may require that the Successful Contractor:

a. Provide a security guard to monitor and oversee the contractor and subcontractor personnel while working at designated facilities. The city will provide a minimum of 48 hours' notice to Contractor when additional security will be needed.

b. If the City requests additional security guards at a facility to monitor a contractor or subcontractor, and the contractor or subcontractor is not at the facility, the city will pay a minimum of two hours of regular time to the Contractor.

3-11
MANAGEMENT AND PERSONNEL

The Contractor shall include the following information in the Bid:

1. Profile of the Firm – State whether your firm is local, national, or international. Additionally, state the following:

    a. Age and size of the firm and local office.
    b. Location of the office where the work on this Project is to be performed.

c. Number and nature of the staff to be assigned to this Project on a full-time basis (resumes are preferred).
d. Number and nature of staff to be assigned to this Project on a part time basis (resumes are preferred).
e. How long the firm has been operating as the same business entity.

2. Identify the supervisory and management staff who will be assigned to the Project and indicate whether each holds any certifications and licenses applicable to the proposed Project. Provide resumes for each person that will be assigned to this Project.

3. Provide a detailed description of the nature and status of any pending or completed litigation, claims made, investigations and or sanctions by the SEC, MSRB or other similar entities, contract disputes or defaults and liens arising in regard to your company's performance of any services or current or former members of your firm arising (during the tenure at your firm) within the last five years prior to the Due Date of this IFB. If Subcontractors or Subconsultants are utilized, provide similar information for the Subcontractors/Subconsultants.

3-12
SILENCE OF SCOPE OF SERVICES

The apparent silence of the foregoing Scope of Services as to any detail or omission from it as to a detailed description concerning any specifics shall be regarded as meaning that only the best commercial practices are to prevail and that only equipment and workmanship of first quality are to be used. All interpretations of this Scope of Services shall be made upon the basis of this statement.

3-13
REFERENCES

1. Please provide at least five client references for which the Project team/firm has provided similar services. **(See Reference Questionnaire Form).**

END OF SECTION

SECTION 4

FORMS AND AFFIDAVITS

BID COVER SHEET – IFB No. 26-002

BIDDER'S NAME (Name of firm, entity, or organization):

FEDERAL EMPLOYER IDENTIFICATION NUMBER:

NAME AND TITLE OF BIDDER'S CONTACT PERSON:

Name: _____ Title: _____

MAILING ADDRESS:

Street Address: _____

City, State, Zip: _____

TELEPHONE: ***FAX:***

(_____) _____ (_____) _____

BIDDER'S ORGANIZATION STRUCTURE:

_____ Corporation _____ Partnership _____ Proprietorship _____ Joint Venture _____ Other (explain): _____

IF CORPORATION:

Date Incorporated/Organized: _____

State of Incorporation/Organization: _____

States registered in as foreign Corporation: _____

BIDDER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:

LIST NAMES OF BIDDER'S SUBCONTRACTORS AND/OR SUBCONSULTANTS FOR THIS PROJECT:

BIDDER'S AUTHORIZED SIGNATURE:

The undersigned hereby certifies that this Bid is submitted in response to this Solicitation.

Signed by: _____ Date: _____

Print name: _____ Title: _____

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR BID NON-RESPONSIVE

BID PRICE SHEET

COST OR PRICING DATA FOR PRICE BID

Bidders shall submit (attached to this form) Cost or Pricing Data of sufficient detail to allow the evaluators to determine the reasonableness of the Price Bid, reflecting Cost Realism, including all Information other than Cost and Pricing Data and explaining how the lump sum figure was derived.

a) Cost or Pricing Data shall mean all facts that as of the date of submission of the Bid, prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost or Pricing Data are data that are factual, not judgmental, and are verifiable. While they do not indicate the accuracy of the Bidder's judgment about estimated future costs or projections, they do include the data forming the basis for that judgment. Cost or Pricing Data are more than historical accounting data, they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred. They also include such factors as: vendor quotations; nonrecurring costs; information on changes in production or purchasing volume; data supporting projections of business prospects and objective and related operations cost; unit-cost trends such as those associated with labor efficiency; make-or-buy decisions; estimated resources to attain business goals; and information on management decisions that could have a significant bearing on costs.

b) Cost Realism shall mean that the costs in a Proposer's Bid are realistic for the Work to be performed, reflect a clear understanding of the requirements, and are consistent with the various elements of the Proposer's Technical Bid.

c) Information other than Cost and Pricing Data shall mean any type of information that is non-numeric that is necessary to determine price reasonableness or Cost Realism.

d) Price, as used in this Solicitation, shall mean cost plus any applicable fee or profit.

BID PRICE SHEET (CONTINUED)

Description

The City of Miramar is soliciting bids from qualified contractors to provide 24 hours per day and 7 days per week armed security guard services at City-owned facilities, specifically, the City's West Water Treatment Plant (referred to as "WWTP"), the City's East Water Treatment Plant (referred to as "EWTP") and the City's Wastewater Reclamation Facility (referred to as "WWRF"), in addition to other facilities as needed.

1. WEST WATER TREATMENT PLANT (West WTP)

Description	Estimated Hours	Hourly Rate $	Extended Total $
Regular Day (7am-7pm)	4248		
Regular night (7pm-7am)	4248		
Holiday Day Shift (7am-7pm)	132		
Holiday Night Shift (7am-7pm)	132		
Total	8,760	Sub-Total	

2. EAST WATER TREAMENT PLANT (East WTP)

Description	Estimated Hours	Hourly Rate $	Extended Total $
Regular Day (7am-7pm)	4248		
Regular night (7pm-7am)	4248		
Holiday Day Shift (7am-7pm)	132		
Holiday Night Shift (7am-7pm)	132		
Total	8,760	Sub-Total	

3. WASTEWATER RECLAMATION FACILITY (WWRF)

Description	Estimated Hours	Hourly Rate $	Extended Total $
Regular Day (7am-7pm)	4248		
Regular night (7pm-7am)	4248		
Holiday Day Shift (7am-7pm)	132		
Holiday Night Shift (7am-7pm)	132		
Total	8,760	Sub-Total	

TOTAL BID AMOUNT (Items 1 – 3): $ _____

_____

In Figures

ADD ALTERNATE LOCATIONS 4-6

4. CITY HALL LOBBY AND GARAGE LOCATION

Description	Estimated Hours	Hourly Rate $	Extended Total $
Regular Day (Mon – Thursday) (7am-7pm)	2000		

5. COMMISSION MEETINGS and/or COMMUNITY MEETINGS

Description	Estimated Hours	Hourly Rate $	Extended Total $
Commission or Workshop meetings Timeframe of 5pm - 10pm	200		

6. BUILDING, PLANNING AND ZONING

Description	Estimated Hours	Hourly Rate $	Extended Total $
Tuesdays and Thursdays (7am – 6pm)	1144		

BID PRICE SHEET (CONTINUED)

TAXPAYER IDENTIFICATION NUMBER (TIN): _____

BIDDER'S NAME: _____
(Company Name)

By: _____
(Principal's Signature)

_____
(Printed Name and Title)

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM SHALL DEEM YOUR BID NON-RESPONSIVE

BIDDER INFORMATION FORM

All information supplied in connection with this form is subject to review and verification. All determinations concerning this information will be used to determine eligibility for participation in the award. Inaccurate or incomplete answers may result in your Bid being deemed "Non-Responsive."

(1) How many years has your organization been in business under your present business name? _____ years

(2) State of Florida occupational license type and number: _____

(3) County (state county) occupational license type and number: _____

(4) City of Miramar occupational license type and number: _____

(A CITY OF MIRAMAR OCCUPATIONAL LICENSE IS NOT NECESSARY UNLESS THE BUSINESS IS LOCATED WITHIN THE CITY OF MIRAMAR)

BIDDER(S) MUST INCLUDE A COPY OF EACH LICENSE LISTED WITH BID

(5) Describe experience providing armed security guard services for similar organizations. Include the number of years performing each type of work to demonstrate that the Bidder meets the minimum qualifications set forth in section 3:

_____

_____

_____

_____

_____

(6) Have you ever had a contract terminated (either as a prime Successful Bidder or sub-Successful Bidder) for failure to comply, breach, or default?

_____ yes _____ no

(IF YES, PLEASE ENCLOSE A DETAILED EXPLANATION ON SEPARATE SHEET)

BID BOND

STATE OF _____)
) ss:
COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS that we, _____, as principal, and _____, as Surety, are held and firmly bound unto the City of Miramar ("City"), a municipal corporation of the State of Florida, in the penal sum of _____ Dollars ($_____),lawful money of the United States, for the payment of which sum well and truly to be made for "CITY OF MIRAMAR- "ARMED SECURITY GUARD SERVICES", we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the principal has submitted the accompanying Bid, dated_____, 20___.

For:

_____
_____

_____
_____

NOW, THEREFORE,

(a) if said Bid shall be rejected, or

(b) if said Bid shall be accepted and the principal shall properly execute and deliver to City the appropriate Contract Documents and shall in all respects fulfill all terms and conditions attributable to the acceptance of said Bid, then this obligation shall be void. Otherwise, it shall remain in force and in effect, being expressly understood and agreed that the liability of the Surety for all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby agrees that the obligations of said Surety and/or its Bond shall in no way be impaired or affected by any extension of time within which the City may accept such Bid and said Surety does hereby waive notice of any extension.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their respective seals this_____ day of_____, 20___, the name and the corporate seal of each corporate party being hereto affixed, and these presents being duly signed by its undersigned representative.

IN PRESENCE OF:

_____ _____

Witness (Individual or Partnership Principal)

_____ _____

Witness (Business Address)

_____

(City, State, Zip)

_____

(Business Phone)

ATTEST:

_____ _____

Secretary (Corporate Principal) *

By: _____

_____

(Title)

ATTEST:

_____

_____

Secretary (Corporate Surety) *

*Impress Corporate Seal By:

_____

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

REFERENCE QUESTIONNAIRE

Reference For (Bidder's Name): _____

Agency Giving Reference: _____

Name of Contact Person: _____

Address of Agency Giving Reference: _____

Telephone: _____Email: _____

Please provide a reference for the above-named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency.

	QUESTION	Satisfactory	Unsatisfactory
1	What was your experience with the firm's ability to provide Armed Security Guard Services?		
2	Was the firm's staff readily accessible and responsive?		
3	How would you rate the firm's performance with implementation and training?		
4	Overall, what would you rate the firm's performance?		
5	Would your agency use this firm to provide services again? (Circle One)	**YES/ Satisfactory**	**NO/ Unsatisfactory**

Additional Comments: _____

_____

_____

_____ _____

Print Name **Title**

_____

Signature

MUST BE SIGNED AND COMPLETED BY PERSON PROVIDING THE REFERENCE

FAILURE TO COMPLETE AND RETURN THIS FORM MAY DEEM YOUR BID NON-RESPONSIVE

BIDDER'S DISCLOSURE OF SUBCONTRACTORS, SUBCONSULTANTS, AND SUPPLIERS

Please list all Subcontractors, Subconsultants and Suppliers to be used in connection with performance of the Contract (use additional pages if necessary):

Company Name: _____

_____

Address: _____

_____

_____

City, State, & Zip Code: _____

Company Name: _____

_____

Address: _____

_____

_____

City, State, & Zip Code: _____

Company Name: _____

_____

Address: _____

_____

_____

City, State, & Zip Code: _____

FAILURE TO COMPLETE AND RETURN THIS FORM MAY DEEM YOUR BID NON-RESPONSIVE

DRUG-FREE WORKPLACE AFFIDAVIT
FLORIDA STATE STATUTE 287.087

Identical Tie Bids: Preference shall be given to business with drug-free workplace programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual Services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. To have a drug-free workplace program, a business shall:

a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

b) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

1) Give each employee engaged in providing the commodities or contractual Services that are under Bid a copy of the statement specified in subsection (1).

2) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual Services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.

3) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

4) Make a good faith effort to continue to maintain a drug-free workplace through the implementation of this section.

DRUG-FREE WORKPLACE AFFIDAVIT (CONTINUED)

FLORIDA STATE STATUTE 287.087

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____
Vendor's Signature

_____
Print Name

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR BID NON-RESPONSIVE

SECTION 10
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein Bid will be paid to any employees of the City of Miramar, its elected officials, and _____ or its design consultants as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

Sworn and subscribed before this

_____ day of_____, 20___.

_____
Notary Public
State of Florida at Large

My commission expires:

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR BID NON-RESPONSIVE

NON-COLLUSIVE AFFIDAVIT

State of)
) ss:
County of)

_____, being first duly sworn, deposes and says that:

a) He/she is the _____ (Owner, Partner, Officer, Representative or Agent) of _____, the Bidder that has submitted the attached Bid.

b) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid.

c) Such Bid is genuine and is not collusive or a sham Bid.

d) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from proposing in connection with such Work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work.

e) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
in the presence of:

By:_____

Witness

_____

Witness (Printed Name)

_____

(Title)

NON-COLLUSIVE AFFIDAVIT (CONTINUED)

ACKNOWLEDGMENT

State of)
) ss:
County of)

BEFORE ME, the undersigned authority, personally appeared _____, to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that he/she executed said Affidavit for the purpose therein expressed.

WITNESS my hand and official seal this _____ day of _____, 20___.

_____
Notary Public
State of Florida at Large

My commission expires:

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR BID NON-RESPONSIVE

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of Services under any agreement it enters with the City of Miramar. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on sex, race, color, ethnic or national origin, religion, marital status, disability, genetic information, age, political beliefs, sexual orientation, gender, gender identification, social and family background, linguistic preference, pregnancy, and any other legally prohibited basis.

By: _____

Title: _____

Sworn and subscribed before this

_____day of _____, 20_____.

_____
Notary Public
State of Florida at Large

My commission expires:

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR BID NON-RESPONSIVE

BUSINESS/VENDOR PROFILE SURVEY

Name of Business: _____

Address: _____

Phone No.: _____

Contact Person (Regarding This Form): _____

Type of Business (check the appropriate type):

- ❑ **CONSTRUCTION SERVICES -** Firms involved in the process of building, altering, repairing, improving or demolishing any structure, building or real property.

- ❑ **ARCHITECTURE AND ENGINEERING (A&E) SERVICES -** Firms involved in architectural design, engineering services, inspections and environmental consulting (materials and soil testing) and surveying.

- ❑ **PROFESSIONAL SERVICES -** Includes those services that require special licensing, educational degrees, and unusually highly specialized expertise.

- ❑ **BUSINESS SERVICES -** Involves any services that are labor intensive and not a construction related or professional service.

- ❑ **COMMODITIES -** Includes all tangible personal property services, including equipment, leases of equipment, printing, food, building materials, office supplies.

- ❑ A CBE or SBE firm: a Small Business Enterprise (SBE) or a County Business Enterprise (CBE), has a Broward County Business Tax Receipt, is located in, and doing Business in Broward County, and certified by the Broward County Office of Economic Development and Small Business Development.
  Business is claiming the CBE/SBE Preference; YES____ NO _____

  Please attach the Broward County Office of Economic Development and Small Business Development certification to this form.

  Business is claiming local Business Preference YES _____ NO _____
  (Choose below as applicable)

- ❑ **Businesses Employing Miramar Residents -** Business is located outside of the City of Miramar City limits and employs a minimum of 10 full time equivalent ("FTE") Miramar residents, or Miramar residents constitute 20 % of the FTE of the company's local workforce (in Broward and Miami-Dade Counties), whichever is larger.
  Business Employing Miramar Residents Affidavit MUST be submitted with RFP Response.

- ❑ Business with a location within Miramar, is following all City licensing requirements and is current on all City taxes.
  Attach a copy of a current Miramar Business Tax Receipt to this form.

FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

BUSINESS EMPLOYING MIRAMAR RESIDENTS AFFIDAVIT

*The completed and signed form must be returned with the Vendor's submittal **ONLY** if the Vendor is claiming the Business Employing Miramar Residents preference.*

Vendor: _____

Address: _____

Telephone Number: _____ E-Mail Address: _____

Solicitation No. and Title: _____

By signing below, I hereby certify that Vendor has _____ total employees in local workforce (Miami Dade and Broward Counties), of which _____ are full time equivalent Miramar residents.

_____ _____ _____

Signature Title Date

SWORN TO AND SUBSCRIBED BEFORE ME this ____.day of ____, 20__

STATE OF _____

COUNTY OF _____

_____

Notary Public (Sign name of Notary Public)

My commission expires: _____ (SEAL)

Personally Known _____ or Produced Identification _____

Type of Identification Produced _____

FAILURE TO COMPLETE THIS FORM MAY DEEM YOUR BID NON-RESPONSIVE

END OF DOCUMENT

Form **W-9**
(Rev. January 2003)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ► ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)
City of Miramar
6700 Miramar Parkway
Miramar, FL 33023

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number
___ - ___ - ____

or

Employer identification number
__ - _______

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ► Date ►

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515,** Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Cat. No. 10231X Form **W-9** (Rev. 1-2003)

SAMPLE AGREEMENT

BETWEEN

THE CITY OF MIRAMAR

AND

_____

FOR

ARMED SECURITY GUARD SERVICES

This Agreement (or "Contract") is entered into this ____ day of _____, 2025, by and between the City of Miramar, Florida, a Florida municipal corporation, hereinafter referred to as "City",

AND

_____, , a _____ corporation with its principal business address located at _____, hereinafter referred to as "Contractor".

WHEREAS, on _____, 2025 the City issued Invitation for Bid No. 26-002 ("IFB") for ARMED SECURITY GUARD SERVICES; and

WHEREAS, the Contractor was determined to be the lowest responsive, responsible Bidder and whose Bid was most advantageous to the City for Service; and

WHEREAS, on _____, 2025, the City Commission approved the award of the IFB to Contractor and authorized the execution of the appropriate Agreement between the City and the Contractor for provision of services, for an initial term of three years with the option to renew for two additional one-year terms.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants hereinafter set forth, City and Contractor agree as follows:

ARTICLE 1
SCOPE OF SERVICES

Contractor agrees to provide the following Services to the City (the "Services") during the Term of this Agreement:

This Agreement is subject to, and Contractor shall provide Services in accordance with the Scope of Services, terms, conditions and requirements of City of Miramar Invitation for Bid ("IFB"), the Contractor's Bid, as accepted by the City, and any subsequently

negotiated changes to same, which documents or agreements are incorporated by reference herein. In the case of any conflict between the provisions of this Contract, the Bid and the Bid Response, the conflict shall be resolved in the following order of priority: terms of this Contract; terms of the Bid; terms of the Bid Response.

Contractor represents and warrants to the City that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due the City; (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) the Services will be performed in the manner described in Attachment "A".

Estimates/Quotations:

All requests for related Services estimates/quotations not covered under this Agreement shall be submitted in writing prior to any Work being undertaken or approved. The estimate must include a detailed list of the Work to be completed, listed item by item, and location where Work is to be performed. Estimates/quotations are to be submitted electronically, if desired, to the City to secure purchase order approval prior to the Work being performed, and such Work shall not exceed 15% of the annual Contract for Services.

Purchase Orders:

1. The Contractor shall not perform or begin any Work without prior written authorization from the City, as well as an approved purchase order authorizing Services.

2. Failure of the Contractor to adhere to the City's purchasing protocol – working without having an official City purchase order for the Work, shall constitute a default and authorization for payment shall be denied.

ARTICLE 2
COMPENSATION

The Contractor shall submit periodic invoices for the Goods and Services provided to the City of Miramar, ATTN: Accounts Payable, 2300 Civic Center Place, Miramar, FL 33025. The date of the invoice shall not exceed 30 calendar days from the date of acceptance of the Goods and Services by the City. Under no circumstance shall an invoice be submitted to the City in advance of the delivery and acceptance of the commodities and/or Services, unless otherwise agreed to. All invoices shall reference the appropriate Contract number, the address where the commodities were delivered or the Services performed, and the corresponding acceptance slip that was signed by an authorized representative of the City when the Goods and/or Services were delivered and accepted. Payment by the City shall be made within 30 days after receipt of Contractor's invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail to allow a proper audit of expenditures should the City require one to be performed.

ARTICLE 3
TERM OF AGREEMENT

The term of this Agreement shall commence upon the date this Contract is executed by both parties and shall be for a term of three years, with the City having the option to renew the Agreement, on an annual basis, for up to two additional one-year renewal terms, unless terminated earlier pursuant to Article 4 of this Agreement. The Chief Procurement Officer may authorize up to a 90-day extension of this Contract in accordance with its terms and conditions, and the City Manager or designee is authorized to extend this Agreement, for operational purposes only, for an additional 90 days, for a maximum of 180 days.

ARTICLE 4
TERMINATION OF AGREEMENT

City may terminate this Agreement for convenience by giving the Contractor 30 calendar days written notice. City may terminate this Agreement for cause by giving the Contractor five calendar days written notice upon the failure of Contractor to cure any default after being provided with notice of that default and a demand for cure within ten (10) calendar days. The termination of this Agreement shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Agreement

ARTICLE 5
INDEPENDENT CONTRACTOR

Contractor is an independent contractor under this Agreement. Services provided by Contractor shall be by employees of Contractor and subject to supervision by Contractor, and not as officers, employees or agents of City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Agreement shall be the sole responsibility of Contractor. Contractor shall have no rights under the City's worker's compensation, employment, insurance benefits or similar laws or benefits.

ARTICLE 6
INDEMNIFICATION / HOLD HARMLESS CLAUSE

Contractor shall indemnify, defend and hold harmless City, its officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom, arising out of any errors, omissions, misconduct or negligent acts of Contractor, its respective officials, agents, employees or subcontractors in the Contractor’s performance of Services pursuant to this Agreement.

ARTICLE 7
NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then the City, upon written notice to Contractor of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to the City.

ARTICLE 8
INSURANCE

8.1 **INSURANCE -** For programs that are active in nature, which shall be determined in the sole and exclusive discretion of the City, Contractor shall maintain commercial general, automobile (where applicable), workers' compensation and professional liability insurance in an amount acceptable to the City's Risk Manager.

8.2 **Minimum Limits of Insurance -** Contractors shall maintain the following minimum limits of insurance (unless higher limits are required by law or statute):

1. Commercial General Liability: $1,000,000 Combined Single Limit per occurrence, property damage and medical expense $10,000, personal injury and advertising injury liability $1,000,000; products and completed operations policy aggregate $2,000,000 and general aggregate $2,000,000.

2. Employer's Liability: $1,000,000 per accident for bodily injury by accident or disease.

3. Workers' Compensation: Statutory.

8.3 **Required Insurance Endorsements** - The City requires the following insurance endorsements:

1. ADDITIONAL INSURED - The City must be included as an additional insured by policy endorsement under Commercial General Liability policy for liability arising from Services provided by or on behalf of the Contractor.

2. WAIVERS OF SUBROGATION - Contractor agrees to waive all rights of subrogation by policy endorsement against the City for loss, damage, claims, suits or demands, regardless of how caused:

    a. To property, equipment, vehicles, laptops, cell phones, etc., owned, leased or used by the Contractor or the Contractor's employees, agents or Subcontractors; and

    b. To the extent such loss, damage, claims, suits or demands are covered, or should be covered, by the required or any other insurance (except professional liability to which this requirement does not apply) maintained by the Contractor.

This waiver shall apply to all first-party property, equipment, vehicle and worker's compensation claims, and all third-party liability claims, including deductibles or retentions which may be applicable thereto. If necessary, the Contractor agrees to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of the City. Contractor further agrees to hold harmless and indemnify the City for any loss or expense incurred as a result of Contractor's failure to obtain such waivers of subrogation from Contractor's insurers.

This Agreement shall not be deemed approved until the Contractor has obtained all insurance required under this section and has supplied the City with evidence of such coverage in the form of a Certificate of Insurance with additional insured and waiver of subrogation endorsements for policies as stated in the required insurance endorsement section above. The City shall be named as additional insured in all of Contractor's liability insurance policies. The City shall approve such Certificates prior to the performance of any Services pursuant to this Agreement.

8.4 ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. The Contractor's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Contractor shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

8.5 All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least 30 calendar days' written notice has been given to the City by certified mail.

ARTICLE 9
MISCELLANEOUS

9.1 Contractor shall, without additional expense to the City, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.

9.2 Precautions shall be always exercised for the protection of persons and property. The Contractor and all Subcontractors shall conform to all OSHA, federal, state, county, and City regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities because of failure to comply with these requirements shall be borne solely by the Contractor responsible for the same.

ARTICLE 10
AUDIT AND INSPECTION RIGHTS

10.1 The City may, at reasonable times, and for a period of up to three years following the date of final performance of Services by Contractor under this Agreement, audit, or cause to be audited, those books and records of Contractor which are related to Contractor's performance under this Agreement. Contractor agrees to maintain all such

books and records at its principal place of business for a period of three years after final payment is made under this Agreement.

10.2 The City may, at reasonable times during the term hereof, perform such inspections as the City deems reasonably necessary to determine whether the Services required to be provided by Contractor under this Agreement conform to the terms of this Agreement. Contractor shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives.

ARTICLE 11
AMENDMENTS AND ASSIGNMENT

11.1 This Agreement constitutes the entire agreement between Contractor and City and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Agreement supersede all previous agreements, promises, negotiations or representations. Any other agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect.

11.2 No modification, amendment or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality as this Agreement.

11.3 Contractor shall not transfer or assign the performance of Services set forth in the Agreement without the prior written consent of the City, which may be withheld or conditioned in the City's sole discretion.

ARTICLE 12
GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall be in Broward County, Florida.

ARTICLE 13
NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified in writing as the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

FOR CONTRACTOR:

_____
_____
_____
_____

FOR CITY:

_____
City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3117

With A Copy to:

Burnadette Norris-Weeks, Esq.
City Attorney
Austin Pamies Norris Weeks Powell, PLLC
401 North Avenue of the Arts
Fort Lauderdale, FL 33311
Telephone: (954) 768-9770
Facsimile: (954) 768-9790

ARTICLE 14
NON-DISCRIMINATION

Contractor represents and warrants to the City that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Agreement on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor that cannot be lawfully used as a basis for delivery of Services. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her sex, race, color, ethnic or national origin, religion, marital status, disability, genetic information, age, political beliefs, sexual orientation, gender, gender identification, social and family background, linguistic preference, pregnancy, and any other legally prohibited basis, be excluded from participation in, be denied Services, or be subject to discrimination under any provision of this Agreement.

ARTICLE 15
PUBLIC RECORDS

A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records that ordinarily and necessarily would be required by CITY to perform the service.

2. Upon request by CITY's records custodian, provide CITY with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.

4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any or all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to CITY, at no cost to CITY, within seven days. All records stored electronically by CONTRACTOR shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, CONTRACTOR shall destroy all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, OR BY MAIL: City of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.

B. Ownership of Documents: Unless otherwise provided by law, all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

ARTICLE 16
SCRUTINIZED COMPANY

A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

B. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately

terminate this Agreement at its sole option if the Contractor , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

ARTICLE 17
E-VERIFY

In accordance with Florida Statutes §448.095, the Service Provider, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-Verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Service Provider will not hire any employee who has not been vetted through E-Verify. The Service Provider may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

ARTICLE 18
HEADINGS, CONFLICT OF PROVISIONS, WAIVER OR BREACH OF PROVISIONS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

ARTICLE 19
SEVERABILITY

If any provision of this Agreement or the application thereof to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect and be enforced to the fullest extent permitted by law.

ARTICLE 20
SURVIVAL

All representations and other relevant provisions herein shall survive and continue in full force and effect upon termination of this Agreement.

ARTICLE 21
ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement between the City and Contractor and supersedes all prior negotiations, representations or agreements, whether written or oral.

ARTICLE 22
JOINT PREPARATION

The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by the parties to express their mutual intent, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City, signing by and through its City Manager, attested to and duly authorized to execute same by the City Commission of the City of Miramar, and by the Contractor, by and through its _____, attested to and duly authorized to execute same.

CITY

ATTEST:

CITY OF MIRAMAR

_____
City Clerk

By:_____
Dr Roy L. Virgin, City Manager

This ___day of _____, 2025.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE OF AND RELIANCE BY THE CITY OF MIRAMAR ONLY:

_____
Austin Pamies Norris Weeks Powell, PLLC
City Attorney

CONTRACTOR

WITNESSES:

_____ By: _____

Print Name:_____

_____ Date: _____

Print Name:_____

CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: February 23, 2026

Presenter's Name and Title: Eric Francois, Senior Project Manager, on behalf of the Utilities Department, and Alicia Ayum, Director of Procurement on behalf of the Procurement Department

Prepared By: Eric Francois, Senior Project Manager of Utilities

Temp. Reso. Number: 8619

Item Description: Temp. Reso. #R8619 APPROVING AND AUTHORIZING THE EXECUTION OF AMENDMENT NO. 1 TO THE AGREEMENT WITH WALTERS ZACKRIA ASSOCIATES, PLLC (WZA) FOR ADDITIONAL DESIGN SERVICES, HVAC SYSTEM EVALUATION AND REPLACEMENT, AND CONSTRUCTION ENGINEERING SERVICES FOR THE WASTEWATER RECLAMATION FACILITY BUILDING "L" OFFICE RENOVATION, IN AN AMOUNT OF $151,250; APPROVING A PROJECT ALLOWANCE OF $50,000, FOR A TOTAL PROJECT AMOUNT NOT TO EXCEED $201,250; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROPOSED AMENDMENT. (Utilities Senior Project Manager Eric Francois and Procurement Director Alicia Ayum)

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Instructions for the Office of the City Clerk: N/A

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ___, Florida Statutes, public notice for this item was provided as follows: on _____ in a _____ ad in the _____; by the posting the property on _____ and/or by sending mailed notice to property owners within ____ feet of the property on _____ (fill in all that apply)

Special Voting Requirement – As required by Sec. _____, of the City Code and/or Sec. ____, Florida Statutes, approval of this item requires a _____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: Funding of $201,250.00 is available in Utilities, GL- Account 410-55-800-535-000-606502-53037 – CIP-Plan/Design/Engineering

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR8619**
  - **Exhibit A:** Proposed Contract Amendment 1 with Walters Zackria Associates, PLLC
- **Attachment(s)**
  - **Attachment 1:** Walters Zackria Associates, PLLC. proposal for Additional Design Services and Construction Engineering Service

CITY OF MIRAMAR
INTEROFFICE MEMORANDUM

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Dr. Roy L. Virgin, City Manager

BY: Francois A. Domond, P.E., Director of Utilities

DATE: February 12, 2026

RE: Temp. Reso. No. 8619 Amendment No 1 to Professional Design Services Contract for Wastewater Reclamation Facility Building "L" Office Renovations with Walters Zackria Associates, P.L.L.C.

RECOMMENDATION: The City Manager recommends approval of TR8619, approving and authorizing the execution of Amendment No. 1 to the existing Professional Design Services Agreement with Walters Zackria Associates, PLLC ("WZA"), to provide additional architectural and engineering design services, including evaluation and full replacement of the HVAC system for both floors of Wastewater Reclamation Facility Building "L," and associated construction engineering services, in an amount not to exceed $151,250, together with approval of a $50,000 project allowance, for a total project amount not to exceed $201,250.

ISSUE: City Commission approval is required for expenditures exceeding $75,000 in accordance with City Code Section 2-412(a)(1).

BACKGROUND: The Utilities Department is responsible for the operation and maintenance of the City's Wastewater Reclamation Facility ("WWRF"). Building "L" primarily houses Utilities Administration and related support functions. The renovation of the first-floor office spaces in Building "L" was included and funded in the approved Fiscal Year 2025 Capital Improvement Program.

On November 28, 2023, the Procurement Department issued Request for Letters of Interest (RLOI) No. 24-11-10, entitled "Wastewater Reclamation Facility Building 'L' Office Renovation," to all firms listed under Category 2 of the City's Architectural and Engineering Consulting Services Library. Five responses were received, and on February 4, 2024, the

evaluation committee determined Walters Zackria Associates, PLLC, to be the most qualified, responsive, and responsible firm.

On April 2, 2025, the City Commission approved a Professional Design Services Agreement with WZA in an amount not to exceed $178,650 for architectural and engineering services associated with the Building "L" office renovation.

DISCUSSION: During the design development and evaluation phase of the project, it was determined that the existing heating, ventilation, and air conditioning (HVAC) system serving Building "L" is at or beyond its useful life and does not adequately support current operational needs, energy efficiency expectations, or indoor air quality standards.

Proceeding with interior office renovations without addressing the HVAC system would compromise the functionality and long-term value of the project, expose the City to near-term system failure, and likely require future corrective work at significantly higher cost and disruption. HVAC replacement is, therefore, a project-critical element necessary to deliver a fully functional, safe, and sustainable renovated facility.

The evaluation, design, and coordination required for HVAC replacement exceed the scope of the original agreement and necessitate additional professional services. As the original design consultant, WZA is uniquely positioned to perform this work efficiently and cohesively, ensuring full integration with the architectural, electrical, and structural components of the project and minimizing the risk of design conflicts, change orders, and schedule delays.

On January 5, 2026, WZA submitted a proposal for additional architectural and engineering design services, including HVAC system evaluation and replacement for both floors of Building "L," and associated construction engineering services, in the amount of $151,250. The proposed amendment also includes a $50,000 project allowance to address unforeseen conditions that may arise during implementation.

ANALYSIS: Approval of Amendment No. 1 is necessary to ensure the successful completion of the Building "L" office renovation project, protect the City's capital investment, and address critical HVAC deficiencies in a coordinated and cost-effective manner. The amendment represents a prudent and proactive approach that supports operational continuity at a vital utility facility while maintaining consistency with the original procurement and contractual framework.

CITY OF MIRAMAR
MIRAMAR, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF AMENDMENT NO. 1 TO THE AGREEMENT WITH WALTERS ZACKRIA ASSOCIATES, PLLC FOR ADDITIONAL DESIGN SERVICES, HVAC SYSTEM EVALUATION AND REPLACEMENT, AND CONSTRUCTION ENGINEERING SERVICES FOR THE WASTEWATER RECLAMATION FACILITY BUILDING "L" OFFICE RENOVATION IN AN AMOUNT OF $151,250; APPROVING A PROJECT ALLOWANCE OF $50,000 FOR A TOTAL PROJECT AMOUNT NOT TO EXCEED $201,250; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miramar ("City"), through its Utilities Department, is responsible for the operation and maintenance of the City's Wastewater Reclamation Facility ("WWRF"), including Building "L," which primarily houses Utilities Administration and related support functions; and

WHEREAS, the renovation of the first-floor office spaces within Building "L" at the WWRF was included and funded in the approved Fiscal Year 2025 Capital Improvement Program; and

WHEREAS, on November 28, 2023, the City's Procurement Department issued Request for Letters of Interest No. 24-11-10, entitled "Wastewater Reclamation Facility Building "L" Office Renovation," to firms listed under Category 2 of the City's Architectural and Engineering Consulting Services Library; and

WHEREAS, following evaluation of the responses received, the City's evaluation committee determined Walters Zackria Associates, PLLC ("WZA") to be the most qualified, responsive, and responsible firm, subject to successful contract negotiations; and

WHEREAS, on April 2, 2025, the City Commission approved a Professional Design Services Agreement with WZA in an amount not to exceed $178,650 for architectural and engineering services related to the renovation of Building "L" at the WWRF; and

WHEREAS, during the design development and evaluation phase of the project, it was determined that the existing heating, ventilation, and air conditioning ("HVAC") system serving Building "L" is at or beyond its useful life and does not adequately support current operational needs, energy efficiency expectations, or indoor air quality standards; and

WHEREAS, the evaluation, design, and coordination required for replacement of the HVAC system serving both floors of Building "L" constitute additional architectural and engineering services beyond the scope of the original agreement; and

WHEREAS, replacement of the HVAC system is necessary to ensure the functionality, safety, and long-term performance of the renovated facility and to protect the City's capital investment; and

WHEREAS, on January 5, 2026, WZA submitted a proposal to provide such additional architectural and engineering design services and associated construction engineering services for the Wastewater Reclamation Facility Building "L" Office

Renovation Project in an amount not to exceed $151,250, together with a proposed project allowance of $50,000; and

WHEREAS, funding in a total amount not to exceed $201,250 is available in the Utilities Department Capital Improvement Program, GL Account 410-55-814-533-000-606502-52092 – CIP Plan/Design/Engineering; and

WHEREAS, City Commission approval is required for this action pursuant to Section 2-412(a)(1) of the City Code, as the total amendment amount exceeds $75,000; and

WHEREAS, the City Commission finds that approval of Amendment No. 1 to the Professional Design Services Agreement with Walters Zackria Associates, PLLC is in the best interest of the City and its residents in order to ensure the successful completion of the Wastewater Reclamation Facility Building “L” Office Renovation Project; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve additional engineering services for the Wastewater Reclamation Facility Building “L” Office Renovations with Walters Zackria Associates, PLLC, and to authorize the City Manager to execute the proposed Amendment in substantial conformity with Exhibit “A,” attached hereto. Manager to execute the proposed agreement in substantial conformity with Exhibit “A,” attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: The City Commission approves the Amendment No. 1 for additional engineering services for the Wastewater Reclamation Facility Building "L" Office Renovations, to Walters Zackria Associates, PLLC., in the amount not-to-exceed $151,250.

Section 3: The City Commission of the City of Miramar hereby approves Amendment No. 1 to the Professional Design Services Agreement with Walters Zackria Associates, PLLC, for additional architectural and engineering design services, including evaluation and replacement of the HVAC system for both floors of Wastewater Reclamation Facility Building "L," and associated construction engineering services, in an amount not to exceed $151,250.

Section 4: The City Commission hereby approves a project allowance of $50,000 for unforeseen conditions and necessary ancillary work associated with the Wastewater Reclamation Facility Building "L" Office Renovation Project, for a total project amount not to exceed $201,250, inclusive of Amendment No. 1 professional services and the approved project allowance.

Section 5: That the appropriate City officials are authorized to do all things necessary and expedient in order to carry out the aims of this Resolution.

PASSED AND ADOPTED this _____ day of _____, _____.

_____
Mayor, Wayne M. Messam

_____
Vice Mayor, Yvette Colbourne

ATTEST:

_____
City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

_____
City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

Requested by Administration	**Voted**
Commissioner Maxwell B. Chambers	_____
Commissioner Avril Cherasard	_____
Vice Mayor Yvette Colbourne	_____
Commissioner Carson Edwards	_____
Mayor Wayne M. Messam	_____

AMENDMENT No. 1 TO THE PROJECT AGREEMENT FOR WASTEWATER RECLAMATION FACILITY BUILDING "L" OFFICE RENOVATION SERVICES BETWEEN THE CITY OF MIRAMAR AND WALTERS ZACKRIA ASSOCIATES, PLLC.

THIS AMENDMENT No. 1 (the "Amendment") is made effective on the last date of execution herein, between the **CITY OF MIRAMAR, FLORIDA,** a Florida municipal corporation with its principal offices located at 2300 Civic Center Place, Miramar, Florida 33025 (the "City"), and **WALTERS ZACKRIA ASSOCIATES, PLLC.,** a Florida Limited Liability Company, (the "Consultant"), whose principal place of business is 5813 N. Andrews Way, Fort Lauderdale, Florida 33309.

WHEREAS, on April 2, 2025, by Resolution No. 25-108, the City Commission approved the award of the Project Agreement for Wastewater Reclamation Facility Building "L" Office Renovation Services between the City of Miramar and Walters Zackria Associates, PLLC., in the amount of $178,650 ("Original Agreement"), (see "Attachment 1"); and

WHEREAS, during the design and evaluation phase of the project, it was determined that the building's existing heating, ventilation, and air conditioning ("HVAC") system is beyond it's useful life, effecting both floors in the building; it does not adequately support the current building needs; and the evaluation and replacement of the HVAC system requires additional professional design services beyond the scope of the original agreement; and

WHEREAS, the Consultant, as the current design professional, is qualified and familiar with the HVAC system, and can provide the necessary additional evaluation, design and coordination services ("Additional Services"); and

WHEREAS, on January 5, 2026, Consultant submitted a proposal to the City for the additional services in the amount of $151,250.00, (see "Attachment 2"); and

WHEREAS, funding for the additional services is available in Utilities, GL-Account: 410-55-814-533-000-606502-52092 – CIP-Plan/Design/Engineering.

NOW THEREFORE, for good and valuable consideration of the mutual covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree to amend the Original Agreement, as follows:

1. The City and the Consultant, herein referred to as, “the Parties”, have agreed to the amount of $151,250.00 for the provision of additional services by the Consultant.

2. The Consultant’s proposal for additional services shall become part of and be incorporated into the terms and conditions of the original agreement, contract documents and any amendment for all purposes.

3. The parties agree that all other services, terms and conditions, as stated under the original agreement and contract documents are to remain in effect.

4. Except to the extent expressly set forth herein, this Amendment does not impact, modify or abridge any term, right or obligation under the Original Agreement or the Contract Documents. Any terms used in this Amendment have the same meaning as those used in the Original Agreement, unless expressly noted otherwise herein.

5. No term of this Amendment may be modified except in writing executed by all parties to this Amendment.

6. If any term of this Amendment is found by a legal forum of competent jurisdiction to be void or unenforceable, said finding shall not affect the enforceability of the remaining terms of this Amendment.

[REMAINDER INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective duly authorized representatives the day and year written below.

FOR CITY:

ATTEST:

CITY OF MIRAMAR

_____
Denise Gibbs, City Clerk

By:_____
Dr. Roy L. Virgin,
City Manager

Dated: _____

Approved as to form and legal sufficiency for the use of and reliance by the City of Miramar only:

_____
City Attorney
Austin Pamies Norris Weeks Powell, PLLC

FOR CONSULTANT:

WITNESS:

WALTERS ZACKRIA ASSOCIATES, PLLC.

_____

By: _____
Abbas H. Zackria
President

Print Name: YADITZA RODRIGUEZ

Dated: 2/2/26

WALTERS ZACKRIA
ARCHITECTS

January 5, 2026

Ronnie S. Navarro, Assistant Director
City of Miramar Utilities Department
13900 Pembroke Road
Miramar, Florida 33027
(954) 883-6825
Email: rsnavarro@miramarfl.gov

Re: Design Services Proposal – Amendment 1 HVAC Evaluation and Replacement
City of Miramar WWRF – Building L, 1st Floor Office Renovation
13900 Pembroke Road, Miramar, FL 33027

Dear Mr. Navarro,

The firm of Walters Zackria Associates, PLLC (Consultant) proposes the following scope of work and fee schedule for Additional Design Services and Evaluation and Replacement of the HVAC system for both floors in Building L at the WWRF.

Per discussion during a site visit with Michelle, Ronnie and team on October 16, 2025, the first floor renovations are to include the existing break room, adjacent restroom, lobby, and exterior entry which will be part of the construction documents described in the previous contract.

Regarding the HVAC, it is our understanding that the evaluation and replacement shall be for all associated units, including the cooling tower located on site adjacent to the building, upgraded equipment and control systems to improve efficiency and performance. The basic project scope will generally include examination and an evaluation report documenting the deficiencies of the existing building HVAC system. HVAC design to replace the existing system, Construction Documents, Permitting and Bidding.

A report will be written and include the following:

1. Description of the existing systems and conditions.
2. List of deficiencies and/variations between what is built, the original design and the present operating conditions.
3. Recommendations for replacement and/or modifications to the equipment and the operating sequences of control.

ITEMS NOT INCLUDED:

1. Testing & measuring to determine actual water flow rates.
2. Conditions assessment of concealed ductwork or interior of duct work.
3. Conditions assessment of existing water piping that cannot be observed.
4. Detailed cost estimates.

Consultant will prepare HVAC Design and Construction Documents, including technical specifications for the project with the following scope:

1. Provide HVAC redesign of entire Building L including replacement of all units, with new cooling tower, upgraded equipment, and modern control system for improved efficiency and performance.
2. Provide power distribution design modifications for upgraded HVAC system.
3. Load calculations to size ductwork.

Consultant will provide Permitting Assistance and Bid Assistance.

Future services may include Shop Drawing Review and Limited Construction Administration (NIC).

Development Review Committee, Community Appearance Board, Planning and Zoning Board, and Commission approvals are excluded from the project scope.

The project will include the following service tasks:

BASIC SERVICES:

PHASE 1 - SCHEMATIC DESIGN SERVICES (INCLUDING EVALUATION)

Once a Notice to Proceed is received, Consultant will proceed with Schematic Design Phase Services.

Task 1.0 - Field Documentation and Prepare Cad As-Builts

WZA will send staff to document the existing building HVAC and additional first floor renovation areas, and prepare CAD as-builts. Field measurements and documentation will be limited to areas with proposed construction / renovation.

Task 1.1 - Schematic Phase Meetings

Consultant shall attend up to 1 meeting during this phase.

Task 1.2 - Schematic Floor Plans and Elevations

Consultant will prepare a schematic HVAC plan. In addition, Consultant will prepare an exterior plan and elevation study illustrating the look and feel for the proposed exterior entry renovation. Consultant will present the Schematic Design to City staff for discussion. City staff will review and provide comments on the draft design, and the Consultant shall address comments and produce design.

Task 1.3 - Existing Building Mechanical Field Review and Documentation

Consultant to visually evaluate condition of existing building mechanical systems based on accessible equipment and ductwork.

Task 1.4 - Prepare Mechanical Assessment & Evaluation Report

Consultant will prepare a written assessment and recommendations, with descriptions of existing mechanical system and condition, deficiencies as per the current FBC 2023 Mechanical, and recommendations to upgrade or replace the equipment. Items that cannot be assessed are equipment that is hidden and is not described on the existing drawings.

PHASE 2 - CONSTRUCTION DOCUMENT SERVICES

Task 2.0 - Construction Document Phase Meetings

Consultant will attend up to (1) Construction Document meeting with City staff to review submittal at the 75% stage.

Task 2.1 to 2.2 - Construction Document Services – 75% and 100%

Once the evaluation and schematic design is reviewed and accepted the City, Consultant and its subconsultants will proceed with Construction Document Services. WZA will provide complete building Construction Documents to include Architectural, Mechanical and Electrical.

Architectural scope of work shall include plans, elevations and details for interior renovations and exterior entry areas, including required finishes.

Electrical Engineering scope of work shall include power distribution design modifications for any new/upgraded equipment. We do not expect more power to be required for the renovation.

Mechanical Engineering scope of work shall include reconfiguration of the existing mechanical ventilation supply and return to accommodate the new layout and all new equipment.

Bid specifications will be prepared using CSI masterformat.

At each construction document submittal, concurrent with the City review, WZA principal will review the drawings and specifications and mark up construction documents.

Structural engineering is not included for this project.

Civil engineering scope is not included for this project; existing utilities are provided to the building and the MEP Engineers will include describing connections in their scope of work.

Landscape and Irrigation Design is not included for this project**.**

Deliverables: Consultant shall provide electronic AutoCAD, Word, Excel, PDF, files to the City for each review submittal - 75% and 100% stages.

Task 2.3 – Probable Construction Cost Estimate

Consultant shall develop an opinion of probable cost of construction based on the evaluation and 100% mechanical design milestone stages of the project. Consultant shall provide a budget level opinion of probable cost. An estimate of this type is normally expected to be accurate within +15% and -15%.

PHASE 3 - PERMITTING SERVICES

Task 3.0 to 3.1 - Permitting Phase Meetings and Coordination – in previous contract

Task 3.2 - Building Department Preliminary Plan Review

Consultant shall submit the contract documents to the City Building Department for a preliminary review. All technical comments received in a timely manner will be addressed by inclusion into the Bid Documents or by inclusion through an addendum to the Bid Documents.

PHASE 4 - BIDDING SERVICES – in previous contract

Task 4.0, 4.1 - Bidding Phase Meetings and Coordination – in previous contract

Task 4.2 - Preparation of Final Bid Documents

Task 4.3 - Pre-Bid Conference and Job Walk Through – in previous contract

Task 4.4 - Issue Bid Documents and Addenda – in previous contract

Task 4.5 - Bid Evaluation – in previous contract

PHASE 5 - CONSTRUCTION PHASE SERVICES

Task 5.0, 5.1 - Progress Meetings and Coordination

WZA will monitor the progress of project throughout the construction phase with the City and its Contractor. WZA will attend bi-weekly progress meetings and provide any direction required so the project remains consistent with the Construction Documents.

Task 5.2 - Shop Drawing Review

Consultant will provide one (1) shop drawing review per submittal for the City and the General Contractor to review for compliance with the Construction Documents. Additional reviews for incorrect or incomplete submittals will be billed as additional services.

Task 5.3 - Construction Administration

During the construction phase of the project, WZA shall provide Limited Construction Administration services for the City and awarded contractor. WZA will provide RFI, request for information review. Limited Construction Administration services shall include bi-weekly on-site meetings with the general contractor, the subcontractors, and owner's representative. WZA will review the construction when requested, review payment applications, review change order requests, review actual progress with construction schedule, and make any decisions required to clarify the construction documents. Construction administration services are based on an hourly allowance of 168 hours for 6-months of construction duration plus 1-month of pre-construction and 1-month for final completion. Additional time exceeding the hourly allowance will be billed as additional services.

Limited Construction Administration services shall include up to (16) meetings (pre-con, site meetings, final walkthrough).

Task 5.4, 5.5 - Substantial and Final Completion

After the project is complete, WZA shall prepare punch lists and certify that the project has attained substantial and final construction.

COMPENSATION

Compensation for professional consulting Architectural and Engineering services as described herein shall be on a lump sum basis and paid on percent completed in accordance with the AGREEMENT. The fee breakdown is as follows:

BASIC SERVICES BY PHASE	FEE
PHASE 1 - SCHEMATIC DESIGN SERVICES (INCLUDING EVALUATION)	$6,290.00
PHASE 2 - CONSTRUCTION DOCUMENT SERVICES	$43,500.00
PHASE 3 - PERMITTING SERVICES	$5,890.00
PHASE 4 - BIDDING SERVICES (in previous contract)	$0.00
PHASE 5 - CONSTRUCTION PHASE SERVICES	$95,570.00
TOTAL BASIC SERVICES	**$151,250.00**

PROJECT SCHEDULE – Calendar Days

PHASE 1 - SCHEMATIC DESIGN SERVICES (INCLUDING EVALUATION)	30 days
PHASE 2 - CONSTRUCTION DOCUMENT SERVICES	90 days
PHASE 3 - PERMITTING SERVICES	45 days
PHASE 4 - BIDDING SERVICES	90 days
PHASE 5 – CONSTRUCTION PHASE SERVICES	240 days

AGREEMENT

Additional services **-** If requested by the City, shall include additional tasks not specifically mentioned above. All additional services requested by the City shall be billed at the firm's hourly rates included in Attachment 'B'. Additional services may include:

- Major redesign effort due to change in overall project scope, budget, or programming criteria after Schematic Design Submittal.
- Interior Design and Furnishing Design Services
- LEED Services excluded in the scope of services
- Specialty Engineering Services excluded in the scope of services:
  - Voice/data system design
  - Information Technology
  - Redundant Power Systems
  - Public Announcement Systems
  - New electrical feed from FPL
  - New emergency power generator/fuel tank.
- Public Meetings and Presentations
- Civil Engineering, Landscape Design, and associated Permitting
- Renderings

Existing Conditions - Please note that Consultant cannot be held liable or responsible for undocumented or concealed existing site conditions.

Owner Requirements -

- Consultant shall be responsible for permit fees to all agencies having jurisdiction.
- City will provide existing site Asbestos Survey and Report.

Thank you for the opportunity to provide design services. We will initiate work upon receipt of Purchase Order or Notice to Proceed. Please contact our office if you have any questions regarding this proposal.

Sincerely, City of Miramar Date Approved



Abbas H. Zackria, RA CDT LEED AP
Principal Architect

Attachment B

WALTERS ZACKRIA ASSOCIATES, PLLC
HOURLY RATE SCHEDULE
FY 2023 - 2024

	HOURLY
TITLE	RATE
Principal Architect	$ 295.00
Registered Architect	$ 225.00
Project Manager 1	$ 200.00
Project Manager 2	$ 170.00
Project Manager 3 / Site Inspector	$ 140.00
Cad Operator Level 1	$ 125.00
Administrative	$ 110.00

Amendment 1 - HVAC Evaluation and Replacement
City of Miramar WWRF – Building L, 1st Floor Office Renovation
Architectural/Engineering Services - HOURLY TASK BREAKDOWN

TOTAL = **$151,250.00**

1/5/2026		Principal Arch/Engineer	Project Architect	Project Manager 2	Project Manager 3 / Site Inspector	CAD Operator Level 1	Administrative	Totals
PHASE 1 - SCHEMATIC DESIGN SERVICES (INCLUDING EVALUATION)							**Phase Total**	**$6,290.00**
Task 1.0	**Field Documentation and Prepare Cad As-Builts**	0	2	0	0	0	1	
Task 1.1	**Schematic Phase Meetings**	0	0	0	0	0	0	
Task 1.2	**Schematic Floor Plans and Elevations**	0	4	0	0	0	1	
Task 1.3	**Existing Building Mechanical Field Review and Documentation**	0	4	0	0	0	1	
Task 1.4	**Prepare Mechanical Assessment & Evaluation Report**	0	4	0	0	0	1	
	Total Hours for Tasks 1.0 through 1.1	0	14	0	0	0	4	
	Rate	$295.00	$225.00	$170.00	$140.00	$125.00	$110.00	
	Total	$0.00	$3,150.00	$0.00	$0.00	$0.00	$440.00	$3,590.00
Subconsultants Tasks 1.0 through 1.4								
	MEP Engineering							$2,700.00
PHASE 2 - CONSTRUCTION DOCUMENT SERVICES							**Phase Total**	**$43,500.00**
Task 2.0	**Construction Document Phase Meetings**	5	8	0	0	0	1	
Task 2.1	**Construction Document Services – 75%**	5	12	0	0	10	2	
Task 2.2	**Construction Document Services – 100%**	5	12	0	0	10	2	
Task 2.3	**Probably Construction Cost Estimate**	4	5	0	0	0	2	
	Total Hours for Tasks 2.0 through 2.3	19	37	0	0	20	7	
	Rate	$295.00	$225.00	$170.00	$140.00	$125.00	$110.00	
	Total	$5,605.00	$8,325.00	$0.00	$0.00	$2,500.00	$770.00	$17,200.00
Subconsultants Tasks 2.0 through 2.3								
	MEP Engineering							$26,300.00
PHASE 3 - PERMITTING SERVICES							**Phase Total**	**$5,890.00**
Task 3.0	**Permitting Phase Meetings**	1	3	0	0	0	1	
Task 3.1	**Permitting Phase Coordination**	1	0	0	0	0	1	
Task 3.2	**Building Department Preliminary Plan Review**	1	0	0	0	0	1	
	Total Hours for Tasks 3.0 through 3.2	3	3	0	0	0	3	
	Rate	$295.00	$225.00	$170.00	$140.00	$125.00	$110.00	
	Total	$885.00	$675.00	$0.00	$0.00	$0.00	$330.00	$1,890.00
Subconsultants Tasks 3.0 through 3.2								
	MEP Engineering							$4,000.00
PHASE 4 - BIDDING SERVICES - in previous contract							**Phase Total**	**$0.00**
PHASE 5 - CONSTRUCTION PHASE SERVICES							**Phase Total**	**$95,570.00**
Task 4.0	**Progress Meetings**	16	48	0	0	0	1	
Task 4.1	**Shop Drawing Review**	12	56	0	0	0	1	
Task 4.2	**Construction Administration**	24	144	0	0	0	1	
Task 4.3	**Substantial Completion**	4	12	0	4	0	1	
Task 4.4	**Final Completion**	4	12	0	4	0	1	
	Total Hours for Tasks 3.0 through 3.2	60	272	0	8	0	5	
	Rate	$295.00	$225.00	$170.00	$140.00	$125.00	$110.00	
	Total	$17,700.00	$61,200.00	$0.00	$1,120.00	$0.00	$550.00	$80,570.00
Subconsultants Tasks 3.0 through 3.2								
	MEP Engineering							$15,000.00

CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: February 23, 2026

Presenter's Name and Title: Kanika Stampp, Chief HR Officer/Director of Human Resources

Prepared By: Karen Muir, Human Resources Risk Manager

Temp. Reso. Number: 8624

Item Description: Temp. Reso. #8624 AUTHORIZING A SECOND ONE YEAR RENEWAL OF THE INSURANCE BROKERAGE CONTRACT, FROM JUNE 30, 2026 TO JUNE 29, 2027; APPROVING THE CONTRACT'S ASSIGNMENT FROM MCGRIFF INSURANCE SERVICES TO MARSH AND MCLENNAN AND APPROVING VARIOUS INSURANCE COVERAGES FOR THE CITY'S PROPERTY AND CASUALTY INSURANCE PROGRAM, AS PART OF THE CITY'S COMPREHENSIVE RISK MANAGEMENT PROGRAM, EFFECTIVE APRIL 1, 2026 ("INSURANCE RENEWALS"); APPROVING A PROJECTED PREMIUM COST OF $4,286,073, NOT-TO-BE EXCEED $4,500,000, INCLUDING TAXES AND FEES; DECLARING BY FOUR-FIFTHS AFFIRMATIVE VOTE THAT APPLYING THE CITY'S COMPETITIVE PROCUREMENT PROCEDURES TO THE INSURANCE RENEWALS IS NOT IN THE CITY'S BEST INTEREST, THEREBY EXEMPTING THE INSURANCE RENEWALS FROM THE CITY'S COMPETITIVE PROCUREMENT REQUIREMENTS; AUTHORIZING THE HUMAN RESOURCES DIRECTOR TO NEGOTIATE LOWER PREMIUM AMOUNTS DUE UNDER THE INSURANCE RENEWALS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE INSURANCE RENEWAL AGREEMENTS. (Director of Human Resources, Kanika Stampp)

Consent ☐ Resolution ☒ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Instructions for the Office of the City Clerk: None.

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ___, Florida Statutes, public notice for this item was provided as follows: on _____ in a _____ ad in the _____; by the posting the property on _____ and/or by sending mailed notice to property owners within ____ feet of the property on _____ (fill in all that apply)

Special Voting Requirement – As required by Sec. _____, of the City Code and/or Sec. ____, Florida Statutes, approval of this item requires a _____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: The FY26 budget has sufficient funds to cover the first six months (April-September) cost of projected premium ($2,250,000), and the remaining six months (October-March) of projected premium ($2,250,000) will be funded in the FY27 budget.

Funds will be disbursed utilizing the Risk Management/Human Resources, GL Account No. 502-90-000-590-000-604501, “Surety Bonds Premium”.

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR 8624**
  - **Exhibit A:** Premium for Policies Effective April 1, 2026, and off-cycle policies.
  - **Exhibit B:** Assignment Agreement
  - **Exhibit C:** Second Renewal Agreement

CITY OF MIRAMAR
INTEROFFICE MEMORANDUM

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Dr. Roy L. Virgin, City Manager

BY: Kanika Stampp, Human Resources Director

DATE: February 12, 2026

RE: Temp. Reso. No. 8624 authorizing the renewal of various property and casualty insurance coverages required for the City's Comprehensive Risk Management Program

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RECOMMENDATION: The City Manager recommends approval of Temp. Reso No. 8624, authorizing a second one year renewal of the Insurance Brokerage Contract with McGriff Insurance Services "(McGriff") for the period June 30, 2026 to June 29, 2027; authorizing the assignment of the Insurance Brokerage Contract from McGriff to Marsh and McLennan ("Marsh") and approval of various property and casualty insurance coverages (the "Insurance Renewals") required for the City's Comprehensive Risk Management Program for the 12-month period commencing April 1, 2026, to March 31, 2027, approving projected premium cost of $4,286,073 not-to-exceed $4,500,000 including taxes and fees. Affirming that applying the City's competitive procurement procedures to the insurance renewal process is not in the City's best interest and so exempt the City's insurance renewal from a competitive process. Authorizing the Director of Human Resources to negotiate lower premium and the City Manager to execute the insurance renewal.

ISSUE: Pursuant to City Code, City Commission approval is required when a contract is entered into pursuant to City Commission approval and provides for one or more renewals, and to assign the insurance brokerage services contract from McGriff which has been acquired by Marsh. Approval is also requested to renew property and casualty insurance covering the period from April 2026 to March 31, 2027, which will cost an amount not-to-exceed $4,500,000 over the next 12 months, and to waive the competitive procurement process for a four-fifths vote in the best interest of the City.

BACKGROUND: The City's Insurance Broker, McGriff ("Contractor") was acquired by Marsh and according to Section 15 of City's contract, "*the Contractor shall not transfer or assign the performance of services called for in the agreement without written consent of the City.*" McGriff's current contract with the City expires on June 30, 2026, and approval of the assignment will allow for the transfer of the contract to the Marsh as the City's Broker ("the Insurance Broker") and approval of the contract renewal for the final one-year term will extend the terms and conditions of the contract through June 29, 2027.

The Insurance Broker, in consultation with staff, conducted an extensive strategic review of the City's insurance position regarding categories of coverage, especially categories that had the potential for high premium increase. After the review, Marsh negotiated with various insurance carriers and following consultation with staff, selected the best cost-effective coverage for the City.

For Insurance policy year April 1, 2026 to March 31, 2027, there is a 1.2% increase in premium for property and casualty insurance coverage compared to the 2025/2026 year. The increase was incurred due to general insurance market conditions.

The program being recommended balances cost against risk. Exhibit "A" Premiums for Policies Effective April 1, 2026 and Off-Cycle Policies" attached to the Resolution, show comparisons for the 2023/2024, 2024/2025, 2025/2026 and the proposed 2026/2027 insurance premiums for various coverages. Overall, the City's property and casualty insurance coverages are provided through thirteen different insurance policies including excess coverages.

DISCUSSION: The City's property and casualty insurance coverages under the Comprehensive Risk Management Program are due for renewal on April 1, 2026. The proposed coverages are necessary to protect the City's physical assets and other potential liabilities. The City's increased exposure from cyber-attacks, general market conditions and increases in other City exposures including property, payroll, number of employees, number of vehicles, as well as the City claims, are all key factors that influenced the insurance renewal process.

ANALYSIS: The FY26 budget has sufficient funds to cover the first six month's (April-September) cost for the projected premium ($2,250,000). The remaining six months (October-March) of projected premium ($2,250,000) will be funded in FY27's budget. Funds will be disbursed utilizing the Risk Management/Human Resources, GL Account No. 502-90-000-590-000-604501, "Surety Bonds Premium".

CITY OF MIRAMAR
MIRAMAR, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, AUTHORIZING A SECOND ONE YEAR RENEWAL OF THE INSURANCE BROKERAGE CONTRACT, FROM JUNE 30, 2026 TO JUNE 29, 2027; APPROVING THE CONTRACT'S ASSIGNMENT FROM MCGRIFF INSURANCE SERVICES TO MARSH AND MCLENNAN AND APPROVING VARIOUS INSURANCE COVERAGES FOR THE CITY'S PROPERTY AND CASUALTY INSURANCE PROGRAM, AS PART OF THE CITY'S COMPREHENSIVE RISK MANAGEMENT PROGRAM, EFFECTIVE APRIL 1, 2026 ("INSURANCE RENEWALS"); APPROVING A PROJECTED PREMIUM COST OF $4,286,073 NOT TO EXCEED $4,500,000 INCLUDING TAXES AND FEES; DECLARING BY FOUR-FIFTHS AFFIRMATIVE VOTE THAT APPLYING THE CITY'S COMPETITIVE PROCUREMENT PROCEDURES TO THE INSURANCE RENEWALS IS NOT IN THE CITY'S BEST INTEREST, THEREBY EXEMPTING THE INSURANCE RENEWALS FROM THE CITY'S COMPETITIVE PROCUREMENT REQUIREMENTS; AUTHORIZING THE HUMAN RESOURCES DIRECTOR TO NEGOTIATE LOWER PREMIUM AMOUNTS DUE UNDER THE INSURANCE RENEWALS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE INSURANCE RENEWAL AGREEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has retained insurance broker McGriff Insurance Services ('Contractor"), which has been acquired by Marsh and McLennan, ("Marsh" or "the Insurance Broker") to perform Brokerage Services on the City's behalf; and

WHEREAS, Section 15 of the Contract between McGriff and the City states that "*Contractor shall not transfer or assign the performance of Services called for in the Agreement without the prior written consent of the City;*" and

WHEREAS, the City Commission's consent is required for assignment of the Contract to Marsh and to engage Marsh services for the second one-year insurance renewal period, commencing June 30, 2026 to June 29, 2027; and

WHEREAS, Marsh has negotiated with multiple insurance carriers to recommend to the City, insurance coverage for the City's Property and Casualty Insurance Program; and

WHEREAS, the selection of such insurance coverage is best accomplished through negotiations conducted by the Broker rather than by traditional formal competitive procurement procedures; and

WHEREAS, Section 2-413(8) of the City Code provides that purchases of, and contracts for, commodities or services are exempt from the competitive procurement procedures when the City Commission declares by a four-fifths affirmative vote that the competitive procurement procedures are not in the best interest of the City; and

WHEREAS, the City Commission has reviewed the recommendations of insurance broker and City staff to renew various levels of insurance coverage in accordance with Exhibit "A;" and

WHEREAS, the insurance renewals are essential for the City to effectively mitigate risk exposures; and

WHEREAS, effective April 1, 2026, there is a 1.2% increase in property and casualty insurance renewal premium in comparison to the 2025/2026 insurance renewal; and

WHEREAS, the City Manager recommends approval for the second one-year renewal of the Insurance Brokerage Contract and for the assignment of the contract from

McGriff Insurance Services to Marsh & Mclennan and for the property and casualty insurance renewals that cover the period from April 1, 2026, to March 31, 2027 that will cost an amount not-to-exceed $4,500,000; and

WHEREAS, the City Commission deems it to be in the best interest of the Citizens and residents of the City of Miramar to approve the second one-year renewal of the Insurance Brokerage Contract and for the assignment of the contract from McGriff Insurance Services to Marsh & Mclennan and for the property and casualty insurance renewals that cover the period from April 1, 2026 to March 31, 2027, which will cost an amount not-to-exceed $4,500,000; and

WHEREAS, the City Commission authorizes the Director of Human Resources to negotiate lower premium amounts if possible and to authorize the City Manager to execute the insurance renewal agreements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1. That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2. That the City Commission declares, by a minimum four-fifths affirmative vote, that utilizing the City's competitive procurement procedures for the insurance renewals is not in the best interest of the City, and finds that the selection of insurance coverage for the City's Property and Casualty Insurance Program is best accomplished through negotiations conducted by the City's Insurance Broker rather than by traditional

formal competitive procurement procedures, thereby exempting the insurance renewals from the City's competitive procurement procedures.

Section 3. That the insurance renewals reflected in attached Exhibit "A" is approved in an amount not-to-exceed $4,500,000 for the period from April 1, 2026, to March 31, 2027.

Section 4. That it approves the assignment of the City's Insurance Brokerage Contract from McGriff Insurance Services to Marsh and Mclennan attached hereto as Exhibit "B," and approves the second one-year renewal of the Insurance Brokerage Agreement from June 30, 2026 to June 29, 2027 attached hereto as Exhibit "C."

Section 5. That the Director of Human Resources is authorized to negotiate lower premium amounts due under the insurance renewals.

Section 6. That the City Manager is authorized to execute the necessary agreements on behalf of the City to renew the current insurance coverages for the City of Miramar's Property and Casualty Insurance Program, together with such non-substantive changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 7. That the appropriate City officials are authorized to do all things necessary and expedient in-order-to carry out the aims of this Resolution.

Section 8. That this resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, _____.

_____
Mayor, Wayne M. Messam

_____
Vice Mayor Yvette Colbourne

ATTEST:

_____
City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

_____
City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

Requested by Administration	**Voted**
Commissioner Maxwell B. Chambers	_____
Commissioner Avril Cherasard	_____
Vice Mayor Yvette Colbourne	_____
Commissioner Carson Edwards	_____
Mayor Wayne M. Messam	_____

Premiums for Policies Effective 4/1/2026 and Off Cycle Policies

Policy	Insurance Carrier	2023 Premium	2024 Premium	2025 Premium	2026 Estimates	Δ%	Δ$	Notes
Public Excess Aggregate Package/Excess	Safety National Casualty	$791,568	$903,445	$1,059,197	$1,165,117	10.00%	$105,920	Anticipated increase in revenues, increase in payroll and increase in vehicles.
Property	Various Carriers	$2,868,201	$2,524,963	$2,369,095	$2,250,641	-5.00%	-$118,454	Rate Decrease
Excess Workers Compensation	Safety National Casualty	$459,692	$499,942	$560,215	$610,635	9.0%	$50,419	Rate increase plus Payoll increase
Pollution Liability and Remediation Expense	Great American Ins Co.	$16,806	$50,419	$0	$0	0.0%	$0	Expires 4/1/2027
Boiler and Machinery	Travelers Property Casualty	$11,740	$11,187	$10,784	$11,323	5.0%	$539	5% Rate Increase
Accidental Death and Dismemberment	ACE American Ins Co.	$12,856	$12,856	$12,856	$14,784	15.0%	$1,928	3 Year policy renewing, anticipated increse in exposure
Excess Crime	Hartford Fire Ins Co.	$8,524	$8,762	$8,762	$9,025	3.0%	$263	Increase in exposure
Property Terrorism	Lloyd's of London	$13,745	$13,654	$12,289	$12,500	2.0%	$211	2% Rate Incrase
Cyber Risk Liability	Lloyd's of London	$160,490	$143,227	$111,710	$115,000	3.0%	$3,290	Exposure Increase
GL Parking Garage	Century Surety Company	$3,466	$3,927	$4,112	$4,523	10.0%	$411	possible rate increase
Fine Arts Coverage	TBD		$3,816.00	$3,817	$4,771	25.0%	$954	22% Increase in Values
Total for Primary Policies		$4,472,092	$4,176,198	$4,152,837	$4,198,319	1.1000%	$45,481	
Estimated Premium for Other Off Cycle Policies								
Policy	Policy Term	2023 Premium	2024 Premiums	2025 Premium	2026 Estimates	Δ %	Δ$	
Flood Liability Insurance	4/19/2025-4/19/2026	$29,625	$26,624	$28,482	$32,754	15.0%	$3,912	Rate increase
Construction Bond	6/19/2025-6/19/2026	$2,000	$2,000	$2,000	$2,000	0.0%	$0	
Bond- CFO	6/19/2025-6/19/2026	$1,000	$1,000	$1,000	$2,000	0.0%	$0	
Bond- Finance Director	6/19/2025-6/19/2026	$1,000	$1,000	$1,000	$1,000	0.0%	$0	
Other Miscellaneous Policy Endorsements	As Needed (Estimated)	$50,000.00	$50,000	$50,000	$50,000	0.0%	$0	
Sub-Total Off Cycle Policies		$83,625	$87,824	$82,482	$87,754	4.5%	$3,912	
Grand Total		$4,555,717	$4,264,022	$4,235,319	$4,286,073	1.2%	$49,393	

MarshMcLennan

ASSIGNMENT AND ASSUMPTION OF CONTRACT

THIS ASSIGNMENT AND ASSUMPTION OF CONTRACT (the "Assignment") is executed as of November 15, 2024, between McGriff Insurance Services, LLC. A North Carolina Limited Liability Company ("Assignor"), and Marsh & McLennan Agency, LLC., a Delaware Limited Liability Company ("Assignee").

FOR VALUE RECEIVED, Assignor hereby rans, conveys, transfers and assigns to Assignee and Assigned hereby assumes, from and after the date hereof, all of Assignor's right, title and interest in and to that certain Agreement by and between Assignor and the City of Miramar, FL (the "Contract"). Assignee hereby accepts such assignment and assumes the obligations of Assignor under the Contract which accrue and are attributable to the period from and after the date of this Assignment, but not otherwise.

Assignor hereby represents and warrant to Assignee that Assignor has not previously assigned its rights under the Contract. Assignor and Assignee hereby each represents and warrants to the other that it is fully empowered and authorized to do so. Assignor hereby covenants that Assignor will, at any time and from time to tome upon written assigns, any new of confirmatory instrument and do and perform any other acts which Assignee, Assignee's nominees, successors and/or assigns, any request in order to fully assign and transfer to and vest in Assignee, Assignees' nominees, successors and/or assigns, and protect Assignee's rights, title and interest in and enjoyment of, all of Assignor's assets intended to be transferred assigned hereby, or enable Assignee, Assignee's' nominees, successors and/or assigns to realize upon or otherwise enjoy any such assets.

Pursuant to this assignment, Assignee will honor pricing and all terms and conditions of the agreement with the City of Miramar.

The Assignment shall be governed and interpreted in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption of Contract.

ASSIGNOR:

McGriff Insurance Services, LLC.

By: Melanie Bixler

Melanie Bixler, Operations Manager

ASSIGNEE:

Marsh & McLennan Agency, LLC.

By:

Johnny Fontenot, Senior Executive Vice President

December 19, 2024

Marsh & McLennan Agency LLC is a Limited Liability Company with a single owner, Marsh & McLennan Inc. Although Marsh & McLennan Agency LLC is a legal entity separate from its owner, Marsh & McLennan Inc., it is treated as a branch of Marsh & McLennan Inc. (a disregarded entity) for Federal income tax purposes.

The instructions to Form W-9 (on page 2) require that a single member LLC that is disregarded for federal tax purposes such as Marsh & McLennan Agency LLC provide the Employer Identification Number of its owner, Marsh & McLennan Inc., as its EIN. Marsh & McLennan Inc. reports the income earned by Marsh & McLennan Agency LLC for Federal income tax purposes. Marsh & McLennan Agency LLC has its own EIN for employment and excise tax purposes. This EIN is also being provided for information purposes only in the business name line of Form W-9 along with disregarded entity name of Marsh & McLennan Agency LLC.

Please make your payment to Marsh & McLennan Agency LLC at the address indicated on the attached Form W-9.

This document is not intended to be taken as advice regarding any individual situation and should not be relied upon as such. Marsh & McLennan Agency, LLC shall have no obligation to update this publication and shall have no liability to you or any other party arising out of this publication or any matter contained herein. Any statements concerning actuarial, tax, accounting or legal matters are based solely on our experience as consultants and are not to be relied upon as actuarial, accounting, tax or legal advice, for which you should consult your own professional advisors. Any modeling analytics or projections are subject to inherent uncertainty and the analysis could be materially affected if any underlying assumptions, conditions, information or factors are inaccurate or incomplete or should change. © 2024 Marsh McLennan Agency, LLC. All rights reserved. CA Insurance Lic: 0H18131. MarshMMA.com

NORTH CAROLINA
Department of the Secretary of State

To all whom these presents shall come, Greetings:

I, ELAINE F. MARSHALL, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF MERGER

OF

MARSH & MCLENNAN AGENCY LLC

the original of which was filed in this office on the 15th day of November, 2024.

Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 15th day of November, 2024.

Elaine F. Marshall

Secretary of State

Docusign Envelope ID: EC1E205C-0AED-401D-B64F-B56EA6A9AA83

SOSID: 1062615
Date Filed: 11/15/2024 3:28:00 PM
Effective: 11/16/2024
Elaine F. Marshall
North Carolina Secretary of State
C2024 320 00927

State of North Carolina
Department of the Secretary of State

ARTICLES OF MERGER

Pursuant to North Carolina General Statute Sections 55-11-05(a), 55-11-12, 55A-11-09(d), 55A-11-04, 57D-9-42, 59-73.32(a) and 59-1072(a), as applicable, the undersigned entity does hereby submit the following Articles of Merger as the surviving business entity in a merger between two or more business entities.

1. The name of the surviving entity is Marsh & McLennan Agency LLC, a *(check one)* ☐ corporation, ☐ nonprofit corporation, ☐ professional corporation, ☒ limited liability company, ☐ limited partnership, ☐ partnership, ☐ limited liability partnership organized under the laws of Delaware *(state or country)*.

2. The address of the surviving entity is:

   Street Address: 1166 Avenue of the Americas City: New York

   State: NY Zip Code: 10036 County: New York

   (a) (Complete only if the surviving business entity is a foreign business entity that is not authorized to transact business or conduct affairs in North Carolina.) The mailing address of the surviving foreign business entity is:

   Street Address: _____ City: _____

   State: _____ Zip Code: _____ County: _____

   The Surviving foreign business entity will file a statement of any subsequent change in its mailing address with the North Carolina Secretary of State.

3. For <u>each</u> merging entity: *(if more than one, complete on separate sheet and attach.)*

   The name of the merged entity is McGriff Insurance Services, LLC, a *(check one)* ☐ corporation, ☐ nonprofit corporation, ☐ professional corporation, ☒ limited liability company, ☐ limited partnership, ☐ partnership, ☐ limited liability partnership organized under the laws of North Carolina *(state or country)*.

   The mailing address of each merging entity is: *(if more than one, complete on separate sheet and attach)*
   Street Address: 1166 Avenue of the Americas City: New York

   State: NY Zip Code: 10036 County: New York

4. If the surviving business entity is a <u>domestic</u> business entity, the text of each amendment, if any, to the Articles of Incorporation, Articles of Organization, or Certificate of Limited Partnership within the Plan of Merger is attached.

5. A Plan of Merger has been duly approved in the manner required by law by each of the business entities participating in the merger.

   Provide the information in Items 6 and 7 below for a merger between a parent unincorporated entity and a subsidiary corporation or corporations. (§55-11-12)

6. The terms and conditions of the merger are attached. (§55-11-12 mergers only)

7. Information concerning the manner and basis of converting the interests in each merging business entity into interests, obligations, or securities of the surviving business entity, or into cash or other property in whole or in part, or of cancelling the interests is attached. (§55-11-12 mergers only)

8. These articles will be effective upon filing unless a delayed date and/or time is specified 11/16/2024 at 12:03 a.m.

This the 15th day of November, 2024.

Marsh & McLennan Agency LLC
Name of Entity

Signed by:
Claudric E Adams
Signature

Claudric E. Adams, Manager
Type or Print Name and Title

NOTES:
1. Filing fee is $50 for For-profit entities.
2. Filing fee is $25 when the surviving business entity is a Non-profit corporation.
3. This document must be filed with the Secretary of State. Certificate(s) of Merger must be registered pursuant to the requirements of N.C.G.S. Section 47-18.1

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"MCGRIFF INSURANCE SERVICES, LLC", A NORTH CAROLINA LIMITED LIABILITY COMPANY,

WITH AND INTO "MARSH & MCLENNAN AGENCY LLC" UNDER THE NAME OF "MARSH & MCLENNAN AGENCY LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE FIFTEENTH DAY OF NOVEMBER, A.D. 2024, AT 10:26 O`CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE SIXTEENTH DAY OF NOVEMBER, A.D. 2024 AT 12:03 O'CLOCK A.M.

Jeffrey W. Bullock, Secretary of State

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SR# 20244222994

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State of Delaware
Secretary of State
Division of Corporations
Delivered 10:26 AM 11/15/2024
FILED 10:26 AM 11/15/2024
SR 20244222994 - File Number 4590524

STATE OF DELAWARE
CERTIFICATE OF MERGER
OF
FOREIGN LIMITED LIABILITY COMPANY
MCGRIFF INSURANCE SERVICES, LLC
INTO DOMESTIC LIMITED LIABILITY COMPANY
MARSH & MCLENNAN AGENCY LLC

Pursuant to Title 6, §18-209 of the Delaware Limited Liability Company Act (the "DLLCA"), and the limited liability company's limited liability company operating agreement, the undersigned limited liability company executed the following Certificate of Merger and certifies as follows:

FIRST: The name of the surviving Delaware limited liability company is Marsh & McLennan Agency LLC (the "Surviving Entity") and the name of the foreign limited liability company being merged into the Surviving Entity is McGriff Insurance Services, LLC, a North Carolina limited liability company ("MIS").

SECOND: The Surviving Entity owns all of the outstanding equity securities of MIS.

THIRD: The Plan of Merger, dated as of November 15, 2024 (the "Plan of Merger"), setting forth the terms and conditions of the merger of MIS with and into the Surviving Entity (the "Merger") has been approved, adopted, certified executed and acknowledged by each of the constituent entities in accordance with §57D-9-41 of the North Carolina Limited Liability Company Act and §18-209 of the DLLCA, as applicable.

FOURTH: The name of the surviving Delaware limited liability company is Marsh & McLennan Agency LLC.

FIFTH: The Merger is to become effective on November 16, 2024 at 12:03 a.m.

SIXTH: The executed Plan of Merger is on file at the place of business of the Surviving Entity at 1166 Avenue of the Americas, New York, New York, 10036.

SEVENTH: A copy of the Plan of Merger will be furnished by the Surviving Entity, on request and without cost, to any member of the constituent entities.

Docusign Envelope ID: 8FF406CE-7F50-4F88-BD1A-3C901FABA2B0

IN WITNESS WHEREOF, the Surviving Entity has caused this Certificate of Merger to be signed by a duly authorized officer, on this 15th day of November, 2024.

Marsh & McLennan Agency LLC

By: Signed by: Dan Ehly
480C975AFF83405...
Name: Dan Ehly
Title: Senior Vice President, Corporate Development

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Marsh & McLennan Companies, Inc.

2 Business name/disregarded entity name, if different from above.

McGriff Insurance Services, A Marsh & McLennan Agency LLC Company (EIN: 26-3237576)

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) E

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

LOCKBOX 890635, 5130 Parkway Plaza Blvd

Requester's name and address (optional)

6 City, state, and ZIP code

Charlotte, NC 28217-1964

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

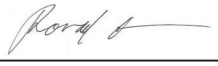
3	6	–	2	6	6	8	2	7	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person**  **Date** 11/25/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/06/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH USA, LLC.
1166 Avenue of the Americas
New York, NY 10036
Attn: NewYork.Certs@marsh.com Fax: 212-948-0500

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Insurance Co. of Pittsburgh, PA	19445
INSURER B : AIU Insurance Co.	19399
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Marsh & McLennan Agency, LLC
and all of its Subsidiaries
1166 Avenue of the Americas
New York, NY 10036

COVERAGES **CERTIFICATE NUMBER:** NYC-012386906-06 **REVISION NUMBER:** 12

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			GL 017168890	09/30/2025	09/30/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	3,000,000 3,000,000 25,000 3,000,000 6,000,000 6,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			AL 017168889	09/30/2025	09/30/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	5,000,000
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $	
A B B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **Y / N** N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 017168892 (AOS) WC 017168893 (NY) WC 017168894 (WI)	09/30/2025 09/30/2025 09/30/2025	09/30/2026 09/30/2026 09/30/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	2,000,000 2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

For Information Purposes

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

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EPSILON (US) INSURANCE COMPANY

463 Mountain View Drive, Suite 301, Colchester, VT 05446

CERTIFICATE OF INSURANCE

****

NAMED INSURED:	Marsh & McLennan Companies, Inc.
ADDITIONAL INSURED:	Marsh & McLennan Agency LLC 1166 Avenue of the Americas New York, NY 10036
INSURER:	Epsilon (US) Insurance Company
POLICY NUMBER:	9302526
POLICY PERIOD:	September 30, 2025 – September 30, 2026
LIMIT OF LIABILITY:	$1,000,000 per claim
TYPE OF INSURANCE:	Professional Liability

****

CERTIFICATE HOLDER: For Information Purposes

Should the above described policy be cancelled before the expiration date thereof, the Insurer will endeavor to mail 30 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the Insured, the Insurer, their manager, agents or representatives.

_____

Epsilon (US) Insurance Company
Authorized Representative

Date: September 30, 2025

PLEASE REFER ALL INQUIRIES TO MARSH & MCLENNAN COMPANIES, INC., RISK MANAGEMENT DEPT., 1166 AVENUE OF THE AMERICAS, NEW YORK, NEW YORK 10036

SECOND RENEWAL AGREEMENT
FOR
PROPERTY AND CASUALTY INSURANCE BROKER SERVICES

This Agreement (the "Second Renewal Agreement") is entered this ____ day of _____, 2026, between the City of Miramar (hereinafter "City") and Marsh & McLennan Agency LLC, (hereinafter "Provider").

RECITALS:

WHEREAS, on January 19, 2022, the City Commission adopted Resolution No. 21-119 and approved the award of Request for Proposals No. 22-01-13 to the Provider for Property and Casualty Insurance Broker Services (the "services"); and

WHEREAS, the City entered into an agreement for the services with the Provider for an initial term of three year(s) with the option to renew for two additional one-year terms (the "Original Agreement"); and

WHEREAS, the initial term of the Agreement was effective on June 30, 2022, and will expire on June 29, 2025; and

WHEREAS, pursuant to City Code, when a contract is entered into by the City pursuant to City Commission approval and provides for one or more renewals, only the City Commission is authorized to approve such renewals; and

WHEREAS, on February 19, 2025, the City Commission adopted Resolution No. 25-90 and approved the first one-year renewal term with the Provider effective June 30, 2025, to June 29, 2026; and

WHEREAS, the City wishes to exercise the option to renew the Property and Casualty Insurance Broker Services Agreement with the Provider for the second one-year renewal term from June 30, 2026, to June 29, 2027; and

NOW, THEREFORE, the parties, in consideration of the mutual promises and covenants contained in this Second Renewal Agreement and in the Original Agreement, agree as follows:

1. The foregoing Recitals are true and correct and are incorporated and made a part of this Second Renewal Agreement.

2. The Original Agreement, as amended, shall be renewed for the second one-year term commencing June 30, 2026, and expiring on June 29, 2027.

3. All covenants, terms, and conditions contained in the Original Agreement, and this First Renewal Agreement shall remain in full force and effect through the second renewal term.

IN WITNESS WHEREOF, the parties hereto have caused this Second Renewal Agreement to be executed by their respective officials, duly authorized to execute same, on the dates indicated below.

THE CITY OF MIRAMAR

ATTEST:

By: _____
Dr. Roy L. Virgin, City Manager

_____
Denise Gibbs, City Clerk

Dated: _____

Approved as to legal form and sufficiency
for the use of and reliance by the City of
Miramar only:

_____
City Attorney
Austin Pamies Norris Weeks Powell, PLLC

MARSH AND MCLENNAN COMPANIES, INC.

By: _____

Print Name: _____

Date: _____