



CITY OF SOUTH MIAMI

CITY COMMISSION MEETING AGENDA

Tuesday, March 23, 2021, 7:00 PM
CITY HALL/COMMISSION CHAMBERS
6130 SUNSET DRIVE
SOUTH MIAMI, FL 33143

THE CITY OF SOUTH MIAMI HAS A SIGNIFICANT GOVERNMENTAL INTEREST IN CONDUCTING EFFICIENT AND ORDERLY COMMISSION MEETINGS. SPEAKERS PLEASE TAKE NOTICE THAT SECTION 2-2.1(K)(2) OF THE CODE OF ORDINANCES PROVIDES THAT "ANY PERSON WHO MAKES SLANDEROUS OR INTENTIONALLY RUDE, UNCIVIL OR OTHERWISE IMPERTINENT REMARKS, AND WHO REFUSES OR FAILS TO DESIST FROM MAKING SUCH REMARKS AFTER BEING INSTRUCTED TO DO SO, OR WHO SHALL BECOME BOISTEROUS IN THE COMMISSION CHAMBER AND WHO REFUSES OR FAILS TO DESIST FROM SUCH CONDUCT AFTER BEING INSTRUCTED TO DO SO MAY BE FORTHWITH REMOVED FROM THE PODIUM AND FROM CITY HALL FOR THE DURATION OF THAT MEETING AT THE DIRECTION OF THE PRESIDING OFFICER, UNLESS OVERRULED BY A MAJORITY VOTE OF THE COMMISSION. NO CLAPPING, APPLAUDING, HECKLING, OR VERBAL OUTBURSTS SHALL BE PERMITTED FOR ANY REASON, INCLUDING FOR THE PURPOSE OF SUPPORTING OR OPPOSING ANY MATTER, ANY SPEAKER OR A SPEAKER'S REMARKS. NO SIGNS OR PLACARDS SHALL BE ALLOWED TO BE DISPLAYED IN ANY MANNER OTHER THAN WHEN USED FROM THE PODIUM TO EXPRESS AN OPINION OR DISPLAY FACTS. SIGNS TO BE USED AT THE PODIUM MUST BE BROUGHT INTO THE COMMISSION CHAMBERS IN A MANNER SO AS NOT TO UNNECESSARILY DISPLAY THEIR CONTENT UNTIL THE SIGN IS BROUGHT TO THE PODIUM IMMEDIATELY BEFORE THE SIGN IS DISPLAYED FROM THE PODIUM IN THE COMMISSION CHAMBER. PERSONS EXITING THE COMMISSION CHAMBER SHALL DO SO QUIETLY. THE USE OF ACOUSTIC MOBILE COMMUNICATION DEVICE, SUCH AS PHONES, IN THE COMMISSION CHAMBER IS NOT PERMITTED WHILE THE COMMISSION IS IN SESSION. PHONE RINGERS AND OTHER DEVICES THAT EMIT SOUND MUST BE SET TO SILENT MODE TO AVOID DISRUPTION OF PROCEEDINGS. INDIVIDUALS MUST EXIT THE CHAMBER TO ANSWER INCOMING CALLS. NO CAMERA FLASH OPTIONS SHALL BE USED BY THE PUBLIC DURING ANY PORTION OF THE MEETING EXCEPT DURING RECOGNITION AND AWARD CEREMONIES."

A. SILENCE OR TURN OFF ALL CELL PHONES

B. ADD-ON ITEM(S)

- Ba. A Resolution requesting the City Manager issue an RFP for the demolition of the property located at 5890 SW 69th Street. 3/5 (Commissioner Liebman)
[Reso_Demo_Inspection_Station.doc](#)
- Bb. A Resolution of the Mayor and City Commissioners of the City of South Miami supporting and urging the Florida legislature to pass Florida Senate Joint Resolution 540 to amend the Florida Constitution to require a supermajority of the Florida legislature to pass any law that preempts to the state a field of regulation or other subject of legislation not preempted to it by the Florida Constitution. 3/5 (Mayor Philips)
[Res SupportingConstAmendmentreSuperMajorityrePreemption.doc](#)
- Bc. A Resolution of the Mayor and City Commissioners of the City of South Miami urging all members of the Florida Legislature to oppose unwarranted or overly broad preemptions of municipal home rule powers. 3/5 (Mayor Philips)

[Reso opp Preemption of Municipal Home Rule Powers.docx](#)

- Bd. A Resolution authorizing the City Manager to purchase goods and services from South Florida Air Conditioning & Refrigeration for the supply, delivery, and installation of a new Trane 7.5-ton Air Conditioning. 3/5 (City Manager-Public Works Dept.)

[Memo- Finance Department- AC FY 20-21 .docx](#)

[Res-Purchase new AC CArev.docx](#)

[South Florida Air Conditioner Quote 3_23_21.pdf](#)

[Florida State Refrigeration Inc. Quote.pdf](#)

[Harper's Air, Inc. Quote .pdf](#)

C. ROLL CALL

D. MOMENT OF SILENCE

E. PLEDGE OF ALLEGIANCE

F. LOBBYIST(S) ADDRESSING THE CITY COMMISSION TONIGHT MUST HAVE BEEN REGISTERED WITH THE CITY CLERK

G. PRESENTATIONS

H. APPROVAL OF MINUTES

- Ha. 03.02.21 minutes

[03.02.21.docx](#)

I. CITY MANAGER'S REPORT

- J. CITY ATTORNEY'S REPORT** - *[City Attorney reminder: Remarks are limited to those matters that are not quasi-judicial. Any comment on a quasi-judicial matter may be made when the item is called and the speaker is under oath.]*

K. PUBLIC REMARKS

L. BOARDS AND COMMITTEES, APPOINTMENTS, ETC.

M. COMMISSION REPORTS, DISCUSSION & REMARKS

N. CONSENT AGENDA

1. A Resolution authorizing the City Manager to purchase an Extended Hardware and Software Warranty for thirty-four (34) parking pay stations from Parker Systems, for an amount not to exceed \$40,325. 3/5 (City Manager-Finance Dept.)

[CM MEMO Parker System Extended Warranty3.4.21.docx](#)

O. RESOLUTION(S)

2. A Resolution rescheduling the City Commission meeting of Tuesday, April 20, 2021. 3/5 (City Commission)
[Resolution rescheduling April 20, 2021 City Commission meeting.doc](#)
3. A Resolution of the Mayor and City Commissioners of the City of South Miami creating a committee, establishing procedure and criteria, and approving the application form for the Marshall Williamson Scholarship. 3/5 (Mayor Philips)

[Res MarshallWilliamsonScholarshipCArev\(3\) \(002\).docx](#)
4. A Resolution of the Mayor and City Commissioners of the City of South Miami to engage Miami Dade County to provide the services of an Art in Public Places Trust and a Professional Advisory Committee and to fulfil those requirements of the City's Art in Public Places Program and to provide full implementation of the program. 3/5 (Commissioner Liebman)
[Res EngagingMDCsBd of Trustees Prof Adv Commsk.doc](#)
[Res EngagingMDCsBd of Trustees Prof Adv Commsk - MDC APP Comments.doc](#)

P. RESOLUTION(S) PUBLIC HEARING(S)

5. A Resolution authorizing the City Manager to enter into a multi-year piggyback agreement with Sprint Solutions, Inc., a wholly owned subsidiary of T-Mobile USA, Inc., for wireless voice, data and related services. 3/5 (City Manager-Procurement)
[CM Memo T-Mobile Wireless.docx](#)
[Reso_T-Moble_Wireless.doc](#)
[T-Mobile Acquires Sprint 4.1.2020.pdf](#)
[HEROES PROGRAM.pdf](#)
[City of South Miami T-Mobile Sourcewell Piggy back \(02 15 2021\).pdf](#)

Q. ORDINANCE(S) SECOND READING(S) PUBLIC HEARING(S)

6. An Ordinance amending Chapter 7 titled "Buildings", of the City of South Miami Code of Ordinances, creating a new Section 7.17 titled "Art in Public Places". 3/5 (Commissioner Liebman)
[City_of_South_Miami_Art_Public_Places-SKFinal_MDCrevCAresponseClean__3_sf.docx](#)

R. ORDINANCE(S) FIRST READING(S)

S. ADJOURNMENT

PURSUANT TO FLORIDA STATUTE 286.0105, THE CITY HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS BOARD, AGENCY OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, AFFECTED PERSON MAY NEED TO ENSURE

THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE CITY FOR THE INTRODUCTION OR ADMISSION OR OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

PURSUANT TO RESOLUTION No. 246-10-13280, "ANY INVOCATION THAT MAY BE OFFERED BEFORE THE START OF REGULAR COMMISSION BUSINESS SHALL BE THE VOLUNTARY OFFERING OF A PRIVATE CITIZEN, FOR THE BENEFIT OF THE COMMISSION AND THE CITIZENS PRESENT. THE VIEWS OR BELIEFS EXPRESSED BY THE INVOCATION SPEAKER HAVE NOT BEEN PREVIOUSLY REVIEWED OR APPROVED BY THE COMMISSION, AND THE COMMISSION DOES NOT ENDORSE THE RELIGIOUS BELIEFS OR VIEWS OF THIS, OR ANY OTHER SPEAKER."

QUASI-JUDICIAL WARNING FOR CITY COMMISSION MEMBERS:

ANY AGENDA ITEM THAT HAS A QUASI-JUDICIAL WARNING IS CONSIDERED TO BE A QUASI-JUDICIAL MATTER. MEMBERS OF THE CITY COMMISSION MAY NOT HAVE ANY VERBAL COMMUNICATION WITH ANYONE, OTHER THAN AT THE MEETING SCHEDULED TO RESOLVE THE MATTER, UNTIL THE MATTER IS RESOLVED AT A PUBLIC MEETING AND THE MEETING IS ADJOURNED. YOU ARE PROHIBITED FROM MAKING ANY INDEPENDENT INVESTIGATION OF THIS MATTER OTHER THAN A SITE VISIT OR MAKING WRITTEN REQUESTS FOR INFORMATION FROM CITY EMPLOYEES AND RECEIVING WRITTEN RESPONSES FROM THEM IN THEIR OFFICIAL CAPACITY. ALL WRITTEN REQUESTS FOR INFORMATION AND RESPONSES THERETO MUST BE FILED WITH THE CLERK AND A COPY MUST ALSO BE SENT TO THE PLANNING AND ZONING DIRECTOR IF THE MATTER INVOLVES A LAND RELATED ISSUE. YOU MAY NOT HAVE ANY VERBAL COMMUNICATION WITH CITY EMPLOYEES REGARDING THIS MATTER. YOU MAY NOT ENTER ONTO SOMEONE'S PROPERTY WITHOUT THEIR PERMISSION. FURTHERMORE, YOU MAY NOT DISCUSS THE MATTER WITH THE PROPERTY OWNER OR ANYONE ELSE, INCLUDING NEIGHBORS. YOU MUST, IN WRITING, ADVISE THE CLERK OF THE DATE AND TIME OF YOUR SITE VISIT AND, IF THIS MATTER INVOLVES LAND USE, YOU MUST ALSO SEND A COPY TO THE PLANNING AND ZONING DIRECTOR. ALL INFORMATION THAT YOU OBTAIN ON THIS MATTER, OTHER THAN YOUR PERSONAL OBSERVATIONS AT A SITE VISIT AND WRITTEN INFORMATION PROVIDED BY STAFF, MUST BE PRESENTED TO YOU AT THE DULY NOTICED PUBLIC MEETING DURING WHICH THE APPLICANT SHALL BE GIVEN AN OPPORTUNITY TO PRESENT THE APPLICATION AND ANY EVIDENCE IN SUPPORT OF THE APPLICATION. IF THERE IS A BREAK IN THE MEETING, YOU MAY NOT ALLOW OTHERS TO SPEAK TO YOU ABOUT THE MATTER OR ALLOW THEM TO PROVIDE YOU WITH ANY INFORMATION ABOUT THE MATTER. IF THE MATTER REQUIRES MORE THAN ONE HEARING, YOU MAY NOT DISCUSS THE MATTER WITH ANYONE, UNTIL THE MATTER IS RESOLVED BY A FINAL WRITTEN RESOLUTION OR, IF APPLICABLE, ORDINANCE, AND, EVEN THEN, NOT UNTIL THE MEETING IS ADJOURNED. IF YOU RECEIVE AN EMAIL OR ANY WRITTEN OR PRINTED INFORMATION ABOUT THE MATTER BEFORE THE ADJOURNMENT OF THE HEARING AT WHICH A FINAL DECISION IS MADE FROM ANYONE OTHER THAN CITY EMPLOYEES ACTING IN THEIR OFFICIAL CAPACITY, YOU MAY READ IT BUT YOU ARE NOT ALLOWED TO RESPOND TO IT AND YOU ARE REQUIRED TO IMMEDIATELY PROVIDE A COPY OF ANY WRITTEN COMMUNICATION OR DOCUMENT YOU RECEIVE CONCERNING THIS MATTER TO THE CITY CLERK, AND A COPY MUST ALSO BE SENT TO THE PLANNING AND ZONING DIRECTOR IF THE MATTER INVOLVES A LAND RELATED ISSUE. IN ADDITION, IF YOU RECEIVE ANY VERBAL, OR WRITTEN COMMUNICATION (OTHER THAN WHAT HAS ALREADY BEEN DELIVERED TO THE CLERK AND THE PLANNING AND ZONING DIRECTOR) YOU ARE REQUIRED TO DISCLOSE IT AT THE PUBLIC MEETING AND, IF IT WAS VERBAL, YOU ARE REQUIRED TO WRITE A MEMORANDUM THAT INCLUDES THE INFORMATION RECEIVED AND THE NAME AND ADDRESS OF THE PERSON PROVIDING THE INFORMATION, AS WELL AS THE DATE, TIME AND PLACE WHERE THE COMMUNICATION TOOK PLACE. THIS DOCUMENT MUST BE DELIVERED AS SOON THEREAFTER AS POSSIBLE TO THE CITY CLERK, AND IF APPLICABLE TO A LAND RELATED ISSUE, A COPY MUST ALSO BE DELIVERED TO THE PLANNING AND ZONING DIRECTOR.

WARNING REGARDING EX PARTE COMMUNICATIONS:

"EX PARTE COMMUNICATIONS" ARE WRITTEN OR VERBAL EXCHANGES BETWEEN AN ELECTED OR APPOINTED PUBLIC OFFICIAL, AND AN APPLICANT, HIS OR HER REPRESENTATIVES, OR A CITIZEN OR OTHER THIRD-PARTY OUTSIDE OF THE PUBLIC QUASI-JUDICIAL HEARING WHICH IS THE SUBJECT OF THE EXCHANGE. THE FLORIDA LEGISLATURE BY THE ADOPTION OF SECTION 286.0115(1), FLORIDA STATUTES, HAS AUTHORIZED THE ADOPTION OF LOCAL ORDINANCES ALLOWING EX PARTE COMMUNICATIONS IF CERTAIN PROCEDURES ARE FOLLOWED TO ENSURE THAT THE WRITTEN OR VERBAL EXCHANGE IS MADE PUBLIC, WHICH IS DESIGNED TO REMOVE ANY PRESUMPTION OF PREJUDICE THAT WOULD OTHERWISE RESULT IF THE EXCHANGE WERE KEPT PRIVATE AND NOT DISCLOSED. EX PARTE COMMUNICATIONS MUST BE PUBLICLY DISCLOSED PRIOR TO OR AT THE QUASI-JUDICIAL HEARING AT WHICH THE DECISION IS TO BE MADE. ALL DECISIONS MADE AT A QUASI-JUDICIAL HEARING MUST BE BASED ON COMPETENT SUBSTANTIAL EVIDENCE. VERBAL

EX PARTE COMMUNICATIONS ARE HEARSAY, ARE NOT COMPETENT EVIDENCE, AND MAY NOT FORM THE SOLE BASIS FOR MAKING ANY QUASI-JUDICIAL DECISIONS, BUT THEY MAY BE USED TO SUPPORT OR EXPLAIN OTHER COMPETENT EVIDENCE.

PURSUANT TO ORDINANCE §2-2.1, CITY CODE, THE SOUTH MIAMI CITY COMMISSION HAS ADOPTED THESE PROCEDURES TO ALLOW THE USE OF EX-PARTE COMMUNICATIONS AS FOLLOWS:

1. THE ELECTED OR APPOINTED PUBLIC OFFICIAL SHALL DISCLOSE IN WRITING THE SUBJECT OF THE COMMUNICATION AND THE IDENTITY OF THE PERSON, GROUP, OR ENTITY WITH WHOM THE COMMUNICATION TOOK PLACE, AS SOON AS PRACTICABLE AFTER THE COMMUNICATION TAKES PLACE, WITH THE CITY CLERK AND MADE A PART OF THE RECORD AT THE HEARING BEFORE FINAL ACTION ON THE MATTER.
2. A LOCAL PUBLIC OFFICIAL MAY READ A WRITTEN COMMUNICATION FROM ANY PERSON. ANY WRITTEN COMMUNICATION THAT RELATES TO QUASI-JUDICIAL ACTION PENDING BEFORE A LOCAL PUBLIC OFFICIAL, SHALL NOT BE PRESUMED PREJUDICIAL TO THE ACTION, PROVIDED SUCH WRITTEN COMMUNICATION IS DISCLOSED AND MADE A PART OF THE RECORD BEFORE FINAL ACTION ON THE MATTER.
3. A LOCAL PUBLIC OFFICIAL MAY CONDUCT INVESTIGATIONS, MAKE SITE VISITS AND RECEIVE EXPERT OPINIONS REGARDING QUASI-JUDICIAL ACTION PENDING OR IMPENDING BEFORE HIM OR HER PROVIDED THAT SUCH ACTIVITIES AND THE EXISTENCE OF SUCH INVESTIGATIONS, SITE VISITS OR EXPERT OPINIONS IS MADE A PART OF THE RECORD BEFORE FINAL ACTION IS TAKEN ON THE MATTER.
4. DISCLOSURE MADE PURSUANT TO PARAGRAPHS 1, 2 AND 3 ABOVE MUST BE MADE BEFORE OR DURING THE PUBLIC MEETING AT WHICH A VOTE IS TAKEN ON SUCH MATTERS SO THAT PERSONS WHO HAVE OPINIONS CONTRARY TO THOSE EXPRESSED IN THE EX PARTE COMMUNICATION ARE GIVEN A REASONABLE OPPORTUNITY TO REFUTE OR RESPOND TO THE COMMUNICATION.

IT IS POSSIBLE THAT IF THE STATUTE OR ORDINANCE DISCUSSED ABOVE, OR A QUASI-JUDICIAL ACTION PENDING BEFORE THE COMMISSION OR BOARD ARE CHALLENGED, THAT A COURT MIGHT FIND THAT NEITHER THE LEGISLATURE NOR THE CITY COMMISSION HAD AUTHORITY TO ENACT THESE PROCEDURES CONCERNING EX PARTE COMMUNICATIONS, WHICH COULD RESULT IN THE ACTION TAKEN BEING REVERSED. YOU THUS PROCEED AT YOUR OWN RISK IN ENGAGING IN SUCH COMMUNICATIONS, AND THEY ARE NOT ENCOURAGED. THEY ARE, HOWEVER, THE POLICY OF THE LEGISLATURE AND CITY COMMISSION, AND UNTIL DETERMINED OTHERWISE BY THE LEGISLATURE OR THE COURTS, ARE LEGALLY PERMITTED BUT NOT WITHOUT POSSIBLE ADVERSE LEGAL CONSEQUENCES TO THE DETRIMENT OF THE CITY AND OTHER PARTIES.

City Commission Agenda Item Report

Meeting Date: March 23, 2021

Submitted by: Samantha Fraga-Lopez

Submitting Department: City Manager

Item Type: Resolution

Agenda Section:

Subject:

A Resolution requesting the City Manager issue an RFP for the demolition of the property located at 5890 SW 69th Street. 3/5 (Commissioner Liebman)

Suggested Action:

Attachments:

[Reso_Demo_Inspection_Station.doc](#)

1 RESOLUTION NO. _____

2 A Resolution requesting the City Manager issue an RFP for the demolition of the
3 property located at 5890 SW 69th Street.

4 WHEREAS, the City owns the property located at 5890 SW 69th Street, South Miami, FL
5 33143; and

6
7 WHEREAS, the City has been in the process of cleaning the area surrounding the
8 building on property, including fixing the fence and cleaning the graffiti to make it more
9 aesthetically pleasing; and

10
11 WHEREAS, the City previously issued RFQ #PW2020-27 for Architectural and
12 Engineering Services for a New Police Headquarters to be located at the property; and

13 WHEREAS, it is necessary for the City to demolish the current structure prior to moving
14 forward with plans for a new Police Station.

15 NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSIONERS OF THE
16 CITY OF SOUTH MIAMI, FLORIDA:

17
18 Section 1. The foregoing recitals are hereby ratified and confirmed as being true and
19 they are incorporated into this resolution by reference as if set forth in full herein.

20 Section 2. The City Manager is authorized to issue an RFP for the demolition of its
21 property located at 5890 SW 69th Street.

22 Section 3. Corrections. Conforming language or technical scrivener-type corrections
23 may be made by the City Attorney for any conforming amendments to be incorporated into the
24 final resolution for signature.

25 Section 4. Severability. If any section clause, sentence, or phrase of this resolution is for
26 any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding will
27 not affect the validity of the remaining portions of this resolution.

28
29 Section 5. Effective Date. This resolution will become effective immediately upon
30 adoption.

31
32 PASSED AND ADOPTED this ____ day of _____, 2021.

33
34 ATTEST:

APPROVED:

35
36 _____
37 CITY CLERK

MAYOR

1
2
3
4
5
6
7

READ AND APPROVED AS TO FORM,
LANGUAGE, LEGALITY, AND
EXECUTION THEREOF

CITY ATTORNEY

COMMISSION VOTE:
Mayor Philips:
Commissioner Harris:
Commissioner Liebman:
Commissioner Gil:

City Commission Agenda Item Report

Meeting Date: March 23, 2021

Submitted by: Thomas Pepe

Submitting Department: City Attorney

Item Type: Resolution

Agenda Section:

Subject:

A Resolution of the Mayor and City Commissioners of the City of South Miami supporting and urging the Florida legislature to pass Florida Senate Joint Resolution 540 to amend the Florida Constitution to require a supermajority of the Florida legislature to pass any law that preempts to the state a field of regulation or other subject of legislation not preempted to it by the Florida Constitution. 3/5 (Mayor Philips)

Suggested Action:

Attachments:

[Res SupportingConstAmendmentreSuperMajorityrePreemption.doc](#)

1 **RESOLUTION NO. _____**

2
3 **A Resolution of the Mayor and City Commissioners of the City of South**
4 **Miami supporting and urging the Florida legislature to pass Florida Senate**
5 **Joint Resolution 540 to amend the Florida Constitution to require a**
6 **supermajority of the Florida legislature to pass any law that preempts to the**
7 **state a field of regulation or other subject of legislation not preempted to it**
8 **by the Florida Constitution.**
9

10 **WHEREAS**, Home Rule language was adopted in the 1968 Florida Constitutional
11 revision; and

12
13 **WHEREAS**, Article VIII, Section 2(b) of the 1968 Constitutional revision grants Home
14 Rule to municipalities and states:

15
16 POWERS. Municipalities shall have governmental, corporate, and proprietary
17 powers to enable them to conduct municipal government, perform municipal
18 functions and render municipal services, and may exercise any power for municipal
19 purposes except as otherwise provided by law. Each municipal legislative body shall
20 be elective.
21

22 **WHEREAS**, the Florida Legislature, in 1973, enacted the Municipal Home Rules Power
23 Act ("MHRPA"), now codified in Ch. 166 of the Florida Statutes. The MHRPA guarantees that
24 local governments retain governmental, corporate, and proprietary powers to enable them to
25 conduct municipal government, perform municipal functions, and render municipal services and
26 it provides that this power may not be curtailed except as otherwise provided by law; and

27
28 **WHEREAS**, both the Florida Constitution and state statutes express a preference that,
29 absent some necessity for a statewide enactment, local officials should deal with problems
30 relating to the health and welfare of their citizens; and

31
32 **WHEREAS**, local governments are on the front lines of when it comes to protecting the
33 health, safety and welfare of their citizens and state preemption acts as a barrier to the ability of
34 local governments to enact necessary regulations that are responsive to the specific needs of their
35 community; and
36

37 **WHEREAS**, the Florida Senate has proposed a joint resolution, SJR 540, to amend the
38 Florida Constitution to require a supermajority vote by the legislature before any laws are enacted to
39 curtail the Home Rule powers of counties and municipalities; and

40
41 **WHEREAS**, the Florida Senate Joint Resolution 540 states:

42
43 **Senate Joint Resolution**

44 A joint resolution proposing the creation of Section 22 in Article III and a new section in
45 Article XII of the State Constitution to require a supermajority of each house to approve

1 a general law preempting a subject of legislation to the state. Be It Resolved by the
2 Legislature of the State of Florida:

3 That the following creation of Section 22 in Article III and a new section in Article XII
4 of the State Constitution are agreed to and shall be submitted to the electors of this state
5 for approval or rejection at the next general election or at an earlier special election
6 specifically authorized by law for that purpose:

7 ARTICLE III
8 LEGISLATURE

9 SECTION 22. Preemption to the state; supermajority vote required.—The legislature
10 may not, except by a general law passed by a two-thirds vote of each house, preempt to
11 the state a field of regulation or other subject of legislation not preempted to it by this
12 Constitution.

13 ARTICLE XII
14 SCHEDULE

15 Preemption to the state.—This section and Section 22 of Article III, which requires
16 approval by a supermajority vote of each house of the legislature for a general law that
17 preempts a subject of legislation to the state, shall take effect January 1, 2024.

18
19 BE IT FURTHER RESOLVED that the following statement be
20 placed on the ballot:

21 CONSTITUTIONAL AMENDMENT
22 ARTICLE III, SECTION 22
23 ARTICLE XII

24 SUPERMAJORITY VOTE FOR LEGISLATIVE PREEMPTION.—Proposing an
25 amendment to the State Constitution, to take effect on January 1, 2024, to prohibit the
26 Legislature from preempting to the state any subject of legislation unless approved by a
27 two-thirds vote of each house.

28
29 **WHEREAS**, the City Commission for the City of South Miami approves of this
30 constitutional amendment.

31 **NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY**
32 **COMMISSIONERS OF THE CITY OF SOUTH MIAMI, FLORIDA:**
33

34 **Section 1.** The recitals set forth in this resolution are true and they are incorporated into
35 this resolution by reference as if set forth in full herein.
36

1 **Section 2.** The City of South Miami Commission hereby supports and urges the
2 Florida legislature to pass Florida Senate Joint Resolution 540 to amend the Florida
3 Constitution to require a supermajority of the Florida legislature to pass any law that
4 preempts to the state a field of regulation or other subject of legislation not preempted to it by
5 the Florida Constitution.
6

7 **Section 3. Corrections.** Conforming language or technical scrivener-type corrections
8 may be made by the City Attorney for any conforming amendments to be incorporated into the
9 final resolution for signature.

10 **Section 4:** The City Clerk shall forward a copy of this Resolution to

11
12 Governor Ronald Dion DeSantis,
13 State Senate President.;
14 State Speaker of the House;
15 all municipalities in Miami-Dade County,
16 members of the governing bodies of all 67 counties and their respective league of cities.
17 the Florida Cabinet,
18 the Florida League of Cities
19 Miami-Dade County
20 Miami-Dade County League of Cities
21 members of the Miami-Dade Legislative Delegation
22 Miami-Dade County Board of County Commissioners
23 Miami-Dade County Manager
24

25 **Section 5. Severability.** If any section clause, sentence, or phrase of this resolution is for
26 any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding will
27 not affect the validity of the remaining portions of this resolution.
28

29 **Section 6. Effective Date.** This resolution will become effective immediately upon
30 adoption.
31

32 PASSED AND ADOPTED this ____ day of _____, 2021.

33 ATTEST:

APPROVED:

34 _____
35
36
37 CITY CLERK

MAYOR

38
39 READ AND APPROVED AS TO FORM,
40 LANGUAGE, LEGALITY, AND
41 EXECUTION THEREOF

COMMISSION VOTE:
Mayor Philips:
Vice Mayor Harris:
Commissioner Liebman:
Commissioner Gil:

42
43
44
45 _____
CITY ATTORNEY

City Commission Agenda Item Report

Meeting Date: March 23, 2021

Submitted by: Thomas Pepe

Submitting Department: City Attorney

Item Type: Resolution

Agenda Section:

Subject:

A Resolution of the Mayor and City Commissioners of the City of South Miami urging all members of the Florida Legislature to oppose unwarranted or overly broad preemptions of municipal home rule powers. 3/5 (Mayor Philips)

Suggested Action:

Attachments:

[Reso opp Preemption of Municipal Home Rule Powers.docx](#)

1 RESOLUTION NO. _____
2

3 A Resolution of the Mayor and City Commissioners of the City of South Miami
4 urging all members of the Florida Legislature to oppose unwarranted or overly
5 broad preemptions of municipal home rule powers.
6

7 WHEREAS, municipalities are voluntarily created and chartered by their citizens as the
8 embodiment of local self-determination; and
9

10 WHEREAS, in 1968, Florida voters amended the state constitution to confer broad
11 "Home Rule" powers to municipal government, under Article VIII, Section 2(b); and
12

13 WHEREAS, numerous bills being considered by the Florida Legislature contradict the will
14 of the people of Florida, who expressed an unequivocal desire for broad Home Rule powers in
15 their state constitution; and
16

17 WHEREAS, these bills undercut the intent of the citizens of every municipality in Florida,
18 who voted to incorporate their community and exercise the broad Home Rule powers granted
19 by the Florida Constitution to govern themselves and, thereby, effectively address the unique
20 concerns of their communities; and
21

22 WHEREAS, these bills would impair municipal charter and ordinance provisions
23 specifically adopted and approved by local communities to define their preferred form of self-
24 government and safeguard issues of perennial importance to their communities; and
25

26 WHEREAS, a municipality's ability to timely act on local problems and opportunities will
27 be limited by these bills to a state Legislature that holds session only once a year, and whose
28 ability to address local problems will be contingent on the relative effectiveness of its
29 representative in the state Legislature; and
30

31 WHEREAS, under these bills, state legislators will find themselves spending increasing
32 amounts of time arbitrating over local problems and legislating on local issues, and less time
33 attending to pressing statewide needs; and
34

35 WHEREAS, the City of South Miami believes opposing these bills is in the best interests
36 of the residents and businesses of the municipalities in the State of Florida, and ultimately the
37 state itself; and
38

39 WHEREAS, the City of South Miami would respectfully ask the state legislature to be
40 mindful that regulations enacted by local governments have to be enforced by those same
41 governments and, if excessive or burdensome, the peoples' local elected representatives are
42 quickly made aware of those burdens and any unintended consequences; and
43

1 WHEREAS, should these bills become law, and not be overturned, the ability of Florida's
2 municipalities to narrowly address local issues of public concern would be destroyed.

3
4 NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSIONERS OF THE
5 CITY OF SOUTH MIAMI, FLORIDA:

6
7 Section 1. The foregoing recitals are hereby ratified and confirmed as being true and they
8 are incorporated into this resolution by reference as if set forth in full herein.

9
10 Section 2. The City of South Miami Commission hereby opposes the State of Florida's
11 overbroad attempt to repeal or restrict constitutional municipal home rule powers to protect
12 the health, safety and welfare of citizens and urges all members of the Florida Legislature to
13 oppose the adoption of unwarranted or overly broad preemptions.

14
15 **Section 3:** The City Clerk shall forward a copy of this Resolution to:
16 Governor Ronald Dion DeSantis,
17 State Senate President.;
18 State Speaker of the House;
19 all municipalities in Miami-Dade County,
20 members of the governing bodies of all 67 counties and their respective league of cities.
21 the Florida Cabinet,
22 the Florida League of Cities
23 Miami-Dade County
24 Miami-Dade County League of Cities
25 members of the Miami-Dade Legislative Delegation
26 Miami-Dade County Board of County Commissioners
27 Miami-Dade County Manager

28
29 **Section 4. Corrections.** Conforming language or technical scrivener-type corrections
30 may be made by the City Attorney for any conforming amendments to be incorporated into the
31 final resolution for signature.

32 **Section 5. Severability.** If any section clause, sentence, or phrase of this resolution is for
33 any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding will
34 not affect the validity of the remaining portions of this resolution.

35
36 **Section 6. Effective Date.** This resolution will become effective immediately upon
37 adoption.

38
39 PASSED AND ADOPTED this ____ day of _____, 2021.

40
41 ATTEST:

APPROVED:

42
43 _____
44 CITY CLERK

MAYOR

1
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READ AND APPROVED AS TO FORM,
LANGUAGE, LEGALITY, AND
EXECUTION THEREOF

CITY ATTORNEY

COMMISSION VOTE:
Mayor Philips:
Commissioner Harris:
Commissioner Liebman:
Commissioner Gil:

City Commission Agenda Item Report

Meeting Date: March 23, 2021

Submitted by: Andrea Gaitan

Submitting Department: Public Works & Engineering

Item Type: Resolution

Agenda Section:

Subject:

A Resolution authorizing the City Manager to purchase goods and services from South Florida Air Conditioning & Refrigeration for the supply, delivery, and installation of a new Trane 7.5-ton Air Conditioning. 3/5 (City Manager-Public Works Dept.)

Suggested Action:

Attachments:

[Memo- Finance Department- AC FY 20-21 .docx](#)

[Res-Purchase new AC CArev.docx](#)

[South Florida Air Conditioner Quote 3_23_21.pdf](#)

[Florida State Refrigeration Inc. Quote.pdf](#)

[Harper's Air, Inc. Quote .pdf](#)



CITY OF SOUTH MIAMI
OFFICE OF THE CITY MANAGER
INTER-OFFICE MEMORANDUM

To: The Honorable Mayor & Members of the City Commission
VIA: Shari Kamali, City Manager
DATE: March 23, 2021 Agenda Item No.: _____

SUBJECT: A Resolution authorizing the City Manager to purchase goods and services from South Florida Air Conditioning & Refrigeration for the supply, delivery, and installation of a new Trane 7.5-ton A/C unit at Finance Department.

BACKGROUND: The unit in need of replacement is an 18-year old unit that covers the heating and cooling in the Finance Department. The maintaining of the aging unit is no longer cost effective.

Competitive proposals were sought from three (3) different sources of supply; South Florida Air Conditioning & Refrigeration was the lowest and most responsive vendor. Warranty includes 1-year for labor, 5-years for compressor, and 1-year for parts.

AMOUNT: Not to exceed \$8,450

ACCOUNT: The total expenditure shall be charged to account number 0011710-5194670, which has a balance of \$45,034 before this request was made.

ATTACHMENTS: Resolution
Proposals

Please find below a breakdown of the quotes provided:

South Florida Air Conditioning & Refrigeration	\$8,450
Florida State Refrigeration Inc.	\$8,500
Harper's Air, Inc.	\$9,300

RESOLUTION NO. _____

A Resolution authorizing the City Manager to purchase goods and services from South Florida Air Conditioning & Refrigeration for the supply, delivery, and installation of a new Trane 7.5-ton Air Conditioning.

WHEREAS, the unit in need of replacement is an 18-year-old unit that covers the heating and cooling in the City Hall Chambers and requires immediate replacement; and

WHEREAS, competitive proposals were sought from three (3) different sources of supply. South Florida Air Conditioning & Refrigeration was the lowest and most responsive vendor; and

WHEREAS, the proposal amount is not to exceed \$8,450 and shall be charged to the account number 0011710-5194670 which has a current balance of \$45,034 when this resolution was drafted.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSIONERS OF THE CITY OF SOUTH MIAMI, FLORIDA:

Section 1. The foregoing recitals are hereby ratified and confirmed as being true and they are incorporated into this resolution by reference as if set forth in full herein.

Section 2. The City Manager hereby is authorized to purchase goods and services from South Florida Air Conditioning & Refrigeration to supply, delivery, and install a new Trane 7.5-ton Air Conditioning unit.

Section 3. Corrections. Conforming language or technical scrivener-type corrections may be made by the City Attorney for any conforming amendments to be incorporated into the final resolution for signature.

Section 4. Severability. If any section clause, sentence, or phrase of this resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding will not affect the validity of the remaining portions of this resolution.

Section 5. Effective Date. This resolution will become effective immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2021.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

READ AND APPROVED AS TO FORM,
LANGUAGE, LEGALITY, AND
EXECUTION THEREOF

COMMISSION VOTE:
Mayor Philips:
Commissioner Harris:

CITY ATTORNEY

Commissioner Liebman:
Commissioner Gil:

SOUTH FLORIDA



AIR CONDITIONING & REFRIGERATION

PROPOSAL

Date PROPOSAL #

3/17/2021 19187Z

8115 NW 29TH STREET
MIAMI, FL. 33122
E-mail: info@southfloridaac.com
State Lic # CAC036872
Phone: 305-274-5287 Fax: 305-513-4899

JOB SITE

Job 27 - Replace 7.5 Package Unit

Customer Address

City Of South Miami
attn: Carlos Hernandez
6130 SW 72 Street
Miami, Fl 33143

WE PROPOSE TO:

REPLACEMENT OF 7.5 TON PACKAGE UNIT @ CITY HALL

Total

8,450.00

WE ARE PROPOSING TO:

- REMOVE AND DISPOSE OF EXISTING PACKAGE UNIT
- ORDER, DELIVER, AND INSTALL (1) NEW 7.5 TON PACKAGE UNIT MANUFACTURED BY TRANE
- HOOK UP UNIT TO EXISTING ELECTRICAL
- CONNECT TO EXISTING ROOF CURB
- SEAL DUCT CONNECTIONS
- INSTALL NEW DIGITAL THERMOSTAT
- CONNECT NEW UNIT TO EXISTING DRAIN
- CRANE SERVICE INCLUDED
- START-UP AC UNIT AND CHECK FOR PROPER OPERATIONS

EQUIPMENT INFO: TSC090H3E0A-00000

WARRANTY: 5 YEARS ON COMPRESSOR AND 1 YEAR ON PARTS AND LABOR

TERMS OF PAYMENT: 50% TO ORDER AND 50% DUE UPON COMPLETION OF JOB

Estimate will expire in 30 days

Total

\$8,450.00

This proposal is valid for 30 days. We propose hereby to furnish material and labor complete in accordance with the above specifications.

ACCEPTANCE OF PROPOSAL

Signature: _____

Authorized Signature:

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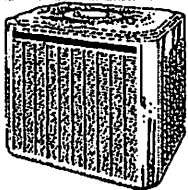
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Florida State Refrigeration Inc.
Residential – Commercial – Industrial
Refrigeration – Air Conditioning – Ice Machines
 2649 W 76th Street
 Hialeah, Florida 33016
 Phone: 786-536-4662
 Fax: 786-536-4690



Project Summary **Date: 03/17/2021**

Company: City of South Miami

Client:

Representative:

Address:

City:

Phone:

Phone:

Fax

Fax:

Proposal
Job Ref: City Hall

Job Description: The installation of a new 7.5 Trane package unit 208/230v 3 phase

The following work will include labor and materials listed below:

- A. Removal and disposal of existing equipment
- B. Installation of new package unit model: TSC090H3E0A0000
- C. Crane lift services
- D. Hook up to existing drainage with new over flow protection
- E. Installation of a new motorized outside air damper
- F. New electric heater
- G. Hook up to existing plenum
- H. Hook up to existing electrical
- I. Start-up test and balance

Job Price: \$8,500.00 no taxes

Payment Terms: 50% down payment due upon signature of proposal 40% payment due on delivery of equipment and remaining 10% due upon completion of proposed work. *If implementing payment with any credit card over the amount of \$2,000 a 3% surcharge will be applied to your payment. **FREIGHT CHARGE NOT INCLUDED**

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorizing the work as specified. Payment will be made as outlined above. Proposal is valid for 30 days from Proposal date.

Date of Acceptance: _____ Authorized Signature: _____



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CENTRAL AIR CONDITIONING
SALES & SERVICE

Proposal

Date: March 17, 2021

To: South Miami City Hall
6130 SW 72 St.
South Miami, Fl. 33155

Furnish all labor and materials to replace existing 7.5-ton Trane rooftop package unit as follows:

- Remove and properly dispose of existing unit to be replaced
- One (1) 7.5-ton Trane Rooftop Package Unit Mod: TSC090H3E0A 208-230/60/3 with new heater, motorized outside air and thermostat
- Connect to existing roof curb, electrical, ductwork, duct smoke detector and drain line
- Crane service
- Start up and check equipment operations
- Warranty: 1yr parts/labor, 5yr compressor

Items not included:

- Permits
- Duct smoke detector
- Test station
- Afterhours or weekend work

Total: \$9,300.00

Note: This Proposal may be withdrawn if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the worked as specified. All work to be performed between the working hours of 8:00am to 5:00pm Monday through Friday excluding holidays and weekends.

Date: _____ SIGNATURE: _____

1031 Southwest 69th Avenue • Miami, Florida 33144 • (305) 266-1040 Fax (305) 262-2219

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City Commission Agenda Item Report

Meeting Date: March 23, 2021

Submitted by: Nkenga Payne

Submitting Department: City Clerk

Item Type: Minutes

Agenda Section:

Subject:

03.02.21 minutes

Suggested Action:

Attachments:

[03.02.21.docx](#)

City of South Miami
Regular City Commission Minutes
March 2, 2021

The City Commission participated in this meeting in-person and virtually.

Mr. Pepe read the instructions for participating in the meeting virtually.

The City Commission met in regular session on Tuesday, March 2, 2021, beginning at 7:00 p.m. The meeting was held as a VIRTUAL MEETING through communication media technology with the members of the City Commission and City staff participating through video conferencing. This virtual meeting was held on the Zoom platform used by the City Clerk for live remote participation.

- A) SILENCE OR TURN OFF ALL CELL PHONES
- B) ADD-ON ITEM(S)
- C) ROLL CALL

The following members of the City Commission were present: Mayor Sally Philips, Commissioner Walter Harris, Commissioner Josh Liebman and Commissioner Luis Gil.

The following members of the City Commission were absent: None

Also, in attendance were Shari Kamali, City Manager, Thomas Pepe, City Attorney, and Nkenga A. Payne, City Clerk.

- D) [MOMENT OF SILENCE](#)
- E) [PLEDGE OF ALLEGIANCE](#)

The Pledge of Allegiance was recited in unison.

- F) LOBBYIST(S) ADDRESSING THE CITY COMMISSION TONIGHT MUST HAVE BEEN REGISTERED WITH THE CITY CLERK
- G) PRESENTATIONS

H) APPROVAL OF MINUTES

Ha.) 02.16.2021 minutes

Moved by Commissioner Gil, seconded by Commissioner Harris, the motion to approve Ha.) 02.16.2021 minutes passed by a 4 - 0 vote:

Yea:	Mayor Phillips Commissioner Harris Commissioner Liebman Commissioner Gil
Nay:	None

I) CITY MANAGER'S REPORT

Ms. Kamali reported on the following: She announced the passing of Vice Mayor Welsh and added that a memorial service will be held on March 3, 2021. On Thursday, March 4, 2021 at 10:00 am there will be a ribbon cutting for the installation of the SW 64th Street Bike Lane Project. On Saturday, April 17, 2021 the City will host a free recycling event at the Public Works Department location. New parking lot lights and tennis courts lights have been installed at Dante Fascell Park. Evening tennis play is now available 7 days a week. Spring Camp begins Monday, March 29, 2021, registration is now open. The pool will reopen for the season on Saturday, March 27, 2021. The SW 62nd Avenue Pedestrian Bicycle Mobility Enhancement Project started March 1, 2021 and will end May 2021. The project is from US1 and SW 80th Street and consists of sidewalk repairs along SW 62nd Avenue from US1 to 78th Street, new sidewalk, curb, and gutter drainage on SW 62nd Avenue between 78th Street to 80th Street. The project will include installation of pavement markings, stripping and signage. An addendum is provided for item #6.

J) CITY ATTORNEY'S REPORT

Mr. Pepe expressed his feelings about the passing of Vice Mayor Welsh and explained the documents of item #10.

K) PUBLIC REMARKS

The following spoke during public remarks: John Edward Smith, Brian Corey, Mary Ann Ruiz, and Abey Glasser Steiselboin.

L) BOARDS AND COMMITTEES, APPOINTMENTS, ETC.

- L1.) Subrata Basu, has been appointed by Commissioner Gil to the Planning Board, as per City Charter Art. II, Sec. 8 A, for a two-year term ending March 1, 2023.
- L2.) Maximo Monterrey, has been appointed by Commissioner Liebman to the Budget & Finance Committee, as per City Charter Art. II, Sec. 8 A, for the FY Budget 2021-2022.
- L3.) John Miller, has been appointed by Mayor Philips to the Budget & Finance Committee, as per City Charter Art. II, Sec. 8 A, for the FY Budget 2021-2022.
- L4.) Deltravis Williams, has been appointed by Commissioner Harris to the Budget & Finance Committee, as per City Charter Art. II, Sec. 8 A, for the FY Budget 2021-2022.

M) COMMISSION REPORTS, DISCUSSION & REMARKS

The following is a summary of Commission remarks:

Each Commission members expressed their condolences and deep loss of Vice Mayor Bob Welsh.

Mayor Philips read a letter of condolences from former City Clerk Maria Menendez; acknowledge the 103rd Birthday of Louise Bryant; and she also stated she is working on the James Bowman Scholarship and will be donating to the scholarship and encouraged others to donate as well.

N) CONSENT AGENDA

- 1.) A Resolution authorizing the City Manager to execute a Community Development Block Grant (CDBG) Agreement with Miami-Dade County and accept awarded funding for the Senior Meals Program for calendar year 2020. 3/5 (City Manager-Parks & Recreation Dept.)

Moved by Commissioner Gil, seconded by Commissioner Harris, the motion to approve Resolution No. 019-21-15639 authorizing the City Manager to execute a Community Development Block Grant (CDBG) Agreement with Miami-Dade County and accept awarded funding for the Senior Meals Program for calendar year 2020 passed by a 4 - 0 vote:

Yea: Mayor Philips
Commissioner Harris

Commissioner Liebman
Commissioner Gil
Nay: None

O) RESOLUTION(S)

2.) A Resolution of the Mayor and City Commission of the City of South Miami, Florida relating to a Special Election to fill an un-expired term of the City Commissioner for Group III; scheduling the day, place and time of the election; providing for qualification of candidates; providing for close of election books; approving the sample ballot; providing for notification. 3/5 (Commissioner Liebman)

It was moved by Commissioner Liebman and seconded by Commissioner Gil to amend the resolution to set the qualifying dates to March 8, 2021 - March 12, 2021. The motion passed unanimously.

Moved by Commissioner Liebman, seconded by Commissioner Harris, the motion to approve as amended Resolution No. 020-21-15640 of the Mayor and City Commission of the City of South Miami, Florida relating to a Special Election to fill an un-expired term of the City Commissioner for Group III; scheduling the day, place and time of the election; providing for qualification of candidates; providing for close of election books; approving the sample ballot; providing for notification passed by a 4 - 0 vote:

Yea: Mayor Phillips
Commissioner Harris
Commissioner Liebman
Commissioner Gil
Nay: None

3.) A Resolution authorizing the City Manager to permit Deli Lane Café to host a St. Patrick's Day Music and Food Festival on Wednesday, March 17, 2021 from 3:00 p.m. to 11:00 p.m. and to waive certain special event fees. 3/5 (City Manager-Parks & Recreation Dept.)

Moved by Commissioner Gil, seconded by Commissioner Harris, the motion to approve Resolution No. 021-21-15641 authorizing the City Manager to permit Deli Lane Café to host a St. Patrick's Day Music and Food Festival on Wednesday, March 17, 2021 from 3:00 p.m. to 11:00 p.m. and to waive certain special event fees passed by a 4 - 0 vote:

Yea: Mayor Philips
Commissioner Harris
Commissioner Liebman
Commissioner Gil
Nay: None

4.) A Resolution of the Mayor and City Commissioners of the City of South Miami urging the Florida Legislature to expand the qualifying improvements that may be financed through property assessed clean energy programs to include conversion from septic tanks to sewer systems and other sewage treatment improvements; preliminarily identifying this issue as a state legislative priority for the 2021 session. 3/5 (Mayor Philips)

Moved by Commissioner Gil, seconded by Commissioner Harris, the motion to approve Resolution No. 022-21-15642 of the Mayor and City Commissioners of the City of South Miami urging the Florida Legislature to expand the qualifying improvements that may be financed through property assessed clean energy programs to include conversion from septic tanks to sewer systems and other sewage treatment improvements; preliminarily identifying this issue as a state legislative priority for the 2021 session passed by a 4 - 0 vote:

Yea: Mayor Philips
Commissioner Harris
Commissioner Liebman
Commissioner Gil
Nay: None

5.) A Resolution of the Mayor and City Commission of the City of South Miami, Florida, supporting the renaming of Ludlam Glades Park to "Robert C. Welsh, Jr. Park", located at 7435 SW 66th Avenue, South Miami, FL 33143. 3/5 (Mayor Philips, Commissioner Harris, Commissioner Gil & Commissioner Liebman)

It was moved by Mayor Philips and seconded by Commissioner Gil to change the name to Robert C. Welsh, Jr. Park. The motion was approved unanimously.

Moved by Commissioner Harris, seconded by Commissioner Gil, the motion to approve as amended Resolution No. 023-21-15643 of the Mayor and City Commission of the City of South Miami, Florida, supporting the renaming of Ludlam Glades Park to "Vice Mayor Robert C. Welsh, Jr. Park", located at 7435 SW 66th Avenue, South Miami, FL 33143 passed by a 4 - 0 vote:

Yea: Mayor Phillips
Commissioner Harris
Commissioner Liebman
Commissioner Gil
Nay: None

6.) [A Resolution of the Mayor and City Commission of the City of South Miami, to honor Vice Mayor Robert “Bob” Welsh, by naming SW 64th Court from 70th Street to Manor Lane as “Bicycle Bob Welsh Court”. 3/5 \(Commissioner Liebman, Commissioner Harris, Commissioner Gil & Mayor Phillips\)](#)

It was moved by Commissioner Liebman and seconded by Commissioner Harris to amend the name to Bicycle Bob Court. The motion failed by a 0-4 vote.

It was moved by Commissioner Liebman and seconded by Commissioner Gil to amend the name to Bicycle Bob Welsh Court. The motion passed unanimously.

Moved by Commissioner Liebman, seconded by Commissioner Gil, the motion to approve as amended Resolution No. 024-21-15644 of the Mayor and City Commission of the City of South Miami, to honor Vice Mayor Robert “Bob” Welsh, by naming SW 64th Court from 70th Street to Manor Lane as “Bicycle Bob Welsh Court Boulevard” passed by a 4 - 0 vote:

Yea: Mayor Phillips
Commissioner Harris
Commissioner Liebman
Commissioner Gil
Nay: None

7.) [A Resolution of the Mayor and City Commission of the City of South Miami, Florida, directing the City Manager to memorialize the existing bench and plant a new tree at the ROW open space area, located at SW 42nd Terrace and 62nd Court, in honor of the late Vice Mayor Robert Welsh. 3/5 \(Commissioner Gil, Mayor Phillips, Commissioner Harris & Commissioner Liebman\)](#)

Moved by Commissioner Harris, seconded by Commissioner Gil, the motion to approve Resolution No. 025-21-15645 of the Mayor and City Commission of the City of South Miami, Florida, directing the City Manager to memorialize the existing bench and plant a new tree at the

ROW open space area, located at SW 42nd Terrace and 62nd Court, in honor of the late Vice Mayor Robert Welsh passed by a 4 - 0 vote:

Yea: Mayor Phillips
Commissioner Harris
Commissioner Liebman
Commissioner Gil
Nay: None

8.) A Resolution of the Mayor and City Commission of the City of South Miami, Florida, supporting the renaming of the City's Tree Trust Fund to "Bob Welsh Tree Trust Fund". 3/5 (Commissioner Liebman, Mayor Phillips, Commissioner Gil & Commissioner Harris)

Moved by Commissioner Gil, seconded by Commissioner Harris, the motion to approve Resolution No. 026-21-15646 of the Mayor and City Commission of the City of South Miami, Florida, supporting the renaming of the City's Tree Trust Fund to "Bob Welsh Tree Trust Fund" passed by a 4 - 0 vote:

Yea: Mayor Phillips
Commissioner Harris
Commissioner Liebman
Commissioner Gil
Nay: None

9.) A Resolution authorizing the City Manager to execute a professional service work order to Stantec Consulting Services Inc., to design a new sidewalk along the South East Side of Manor Lane. 3/5 (Commissioner Gil)

Moved by Commissioner Gil, seconded by Commissioner Harris, the motion to approve Resolution No. 027-21-15647 authorizing the City Manager to execute a professional service work order to Stantec Consulting Services Inc., to design a new sidewalk along the South East Side of Manor Lane passed by a 3 - 1 vote:

Yea: Mayor Phillips
Commissioner Harris
Commissioner Gil
Nay: Commissioner Liebman

P) RESOLUTION(S) PUBLIC HEARING(S)

Q) ORDINANCE(S) SECOND READING(S) PUBLIC HEARING(S)

10.) An Ordinance amending the City of South Miami Land Development Code, Chapter 20, creating new sections 20-5.24 through 20-5.24.3 to establish administrative procedure for claims of a taking and abrogation of vested rights and related regulations. 3/5 (City Attorney)

It was moved by Commissioner Harris and seconded by Commissioner Gil to substitute with the amended ordinance provided by Mr. Pepe. The motion passed unanimously.

The public hearing on this item was opened and closed with no speakers.

Moved by Commissioner Gil, seconded by Commissioner Harris, the motion to approve as amended Ordinance No. 05-21-2395 amending the City of South Miami Land Development Code, Chapter 20, creating new sections 20-5.24 through 20-5.24.3 to establish administrative procedure for claims of a taking and abrogation of vested rights and related regulations passed by a 4 - 0 vote:

Yea: Mayor Philips
Commissioner Harris
Commissioner Liebman
Commissioner Gil
Nay: None

R) ORDINANCE(S) FIRST READING(S)

11.) An Ordinance amending Chapter 7 titled "Buildings", of the City of South Miami Code of Ordinances, creating a new Section 7.17 titled "Art in Public Places". 3/5 (Commissioner Liebman).

It was moved by Commissioner Gil to make the threshold \$5,000,000 for commercial developers. The motion died for a lack of second.

Moved by Commissioner Liebman, seconded by Commissioner Harris, the motion to approve An Ordinance amending Chapter 7 titled "Buildings", of the City of South Miami Code of Ordinances, creating a new Section 7.17 titled "Art in Public Places" passed by a 3 - 1 vote:

Yea: Mayor Philips

Nay: Commissioner Harris
Commissioner Liebman
Commissioner Gil

S) ADJOURNMENT

There being no further business to come before this Body, the meeting was adjourned at 8:11 p.m.

Attest:

Approved:

Nkenga A. Payne
City Clerk

Sally B. Philips
Mayor

City Commission Agenda Item Report

Meeting Date: March 23, 2021

Submitted by: Steven Kulick

Submitting Department: Finance Department

Item Type: Resolution

Agenda Section:

Subject:

A Resolution authorizing the City Manager to purchase an Extended Hardware and Software Warranty for thirty-four (34) parking pay stations from Parker Systems, for an amount not to exceed \$40,325. 3/5 (City Manager-Finance Dept.)

Suggested Action:

Attachments:

[CM MEMO Parker System Extended Warranty3.4.21.docx](#)

[Reso_Parker_Systems_Extended_Warranty_3.4.21 \(1\)CArev.doc](#)

[Estimate_20202464_from_Parker_Systems.pdf](#)

To: The Honorable Mayor & Members of the City Commission

From: Shari Kamali, City Manager

Date: March 16, 2021

SUBJECT: A Resolution authorizing the City Manager to purchase an Extended Hardware and Software Warranty for thirty-four (34) parking pay stations from Parker Systems, for an amount not to exceed \$40,325.

BACKGROUND: The City's thirty-four (34) Digital Multi-Space Parking Meters are placed throughout the City's downtown, South Miami Hospital and SW 41 Street, between SW 58 Avenue and SW 57th Avenue.

The Hardware and Software Warranty for the 34 Digital Multi-Space Parking Meters have expired and the City's Parking Division recommends extending the Hardware and Software Warranty for the 34 Digital Multi-Space Parking Meters.

Not having a Hardware and Software Warranty for parts for the Digital Multi-Space Parking Meters places an unknown burden on the City's finances for the cost of each failing part within each machine. Software connectivity is also a key factor in assuring the Digital Multi-Space Meters are operational and software is covered under this extended warranty as well.

The Digital Multi-Space Parking Meters operate 7-days a week, 24-hours a day. Considering the machines are now 8 to 10 years older, it is prudent to assume that certain parts will be failing, and this warranty will help provide all parts to be covered until April 17, 2022.

AMOUNT: An amount not to exceed \$40,325.

ACCOUNT: 001-1410-513-3459, Finance Contractual Services Parking, with a current balance of \$391,592

ATTACHMENTS: Resolution
Parker Systems Quotation

1 RESOLUTION NO. _____
2

3 A Resolution authorizing the City Manager to purchase an Extended Hardware and
4 Software Warranty for thirty-four (34) parking pay stations from Parker Systems, for
5 an amount not to exceed \$40,325.

6 WHEREAS, the City's thirty-four (34) Digital Multi-Space Parking Meters are placed
7 throughout the City's downtown, South Miami Hospital and SW 41 Street, between SW 58
8 Avenue and SW 57th Avenue; and

9 WHEREAS, the Hardware and Software Warranty for the 34 Digital Multi-Space Parking
10 Meters have expired and the City's Parking Division recommends extending the Hardware and
11 Software Warranty for the 34 Digital Multi-Space Parking Meters; and

12 WHEREAS, not having a Hardware and Software Warranty for parts for the Digital Multi-
13 Space Parking Meters places an unknown burden on the City's finances for the cost of each
14 failing part within each machine; and

15 WHEREAS, software connectivity is also a key factor in assuring the Digital Multi-Space
16 Meters are operational and software is covered under this extended warranty as well; and

17 WHEREAS, Parker Systems is the sole source for providing Hardware and Software
18 Warranty for the 34 Digital Multi-Space Parking Meters; and

19 WHEREAS, the Digital Multi-Space Parking Meters operate 7-days a week, 24-hours a
20 day. Considering the machines are now 8 to 10 years older, it is prudent to assume that certain
21 parts will be failing, and this warranty will help provide all parts to be covered until April 17,
22 2022; and

23 WHEREAS, the cost for the extended hardware and software extended warranty shall
24 not exceed \$40,325 and shall be charged to account no. 001-1410-513-3459 with a balance of
25 \$391,592 before this request was made.

26
27 NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSIONERS OF THE
28 CITY OF SOUTH MIAMI, FLORIDA:

29
30 Section 1. The foregoing recitals are hereby ratified and confirmed as being true and
31 they are incorporated into this resolution by reference as if set forth in full herein.

32 Section 2. The City Manager is hereby authorized to purchase an Extended Hardware
33 and Software Warranty for thirty-four (34) parking pay stations from Parker Systems, for an
34 amount not to exceed \$40,325. A copy of the quotation is attached.

1 Section 3. Corrections. Conforming language or technical scrivener-type corrections
2 may be made by the City Attorney for any conforming amendments to be incorporated into the
3 final resolution for signature.

4 Section 4. Severability. If any section clause, sentence, or phrase of this resolution is for
5 any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding will
6 not affect the validity of the remaining portions of this resolution.

7
8 Section 5. Effective Date. This resolution will become effective immediately upon
9 adoption.

10
11 PASSED AND ADOPTED this ____ day of _____, 2021.

12
13 ATTEST:

APPROVED:

14
15 _____
16 CITY CLERK

MAYOR

17
18 READ AND APPROVED AS TO FORM,
19 LANGUAGE, LEGALITY, AND
20 EXECUTION THEREOF

COMMISSION VOTE:
Mayor Philips:
Commissioner Harris:
Commissioner Liebman:
Commissioner Gil:

21
22 _____
23 CITY ATTORNEY

Parker Systems
 20603 Paddock St
 Orlando, FL 32828 US
 +1 4074320869
 lynda@parkersystemsplace.com

2020-2464

ADDRESS	SHIP TO	DATE	TOTAL
Carlos Marenco City of South Miami 6130 Sunset Drive South Miami, FL 33143	Carlos Marenco City of South Miami 6130 Sunset Drive South Miami, FL 33143	03/03/2021	\$40,325.30

ACTIVITY	QTY	RATE	AMOUNT
Extended Warranty Extended Hardware and Software Warranty, Tier II Support and Maintenance SN: 5201.1926.0811- 0815 (5) units for 238 days Expires 8/22/21 - Renews 4/17/22	5	815.06	4,075.30
Extended Warranty Extended Hardware and Software Warranty, Tier II Support and Maintenance. SN: 5200.1549.2183- 2185, 5201.1710.0329- 0332, 52011749.2311- 2330, 5301.1838.0082, 5201.1710.0328 (29) Units for 365 days. Expired 4/17/21 - Renews 4/17/22	29	1,250.00	36,250.00

0.00

TOTAL

\$40,325.30

THANK YOU.

Accepted By

Accepted Date

City Commission Agenda Item Report

Meeting Date: March 23, 2021

Submitted by: Nkenga Payne

Submitting Department: City Clerk

Item Type: Resolution

Agenda Section:

Subject:

A Resolution rescheduling the City Commission meeting of Tuesday, April 20, 2021. 3/5 (City Commission)

Suggested Action:

Attachments:

[Resolution rescheduling April 20, 2021 City Commission meeting.doc](#)

RESOLUTION NO. _____

A Resolution rescheduling the City Commission meeting of Tuesday, April 20, 2021.

WHEREAS, Section 2-2.1 of the City of South Miami Code of Ordinances provides that the City Commission shall hold regular meetings at 7:00 p.m., on the first and third Tuesdays of each month; and

WHEREAS, Section 2-2.1 of the City of South Miami Code of Ordinances also provides that regular meetings may be otherwise postponed, cancelled or reset only by Resolution adopted by a majority of the entire membership of the City Commission; and

WHEREAS, due to our Special Election being held Tuesday, April 20, 2021, the Mayor and City Commission desire to reschedule its regular meeting of Tuesday, April 20, 2021 to Thursday, April 22, 2021.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSIONERS OF THE CITY OF SOUTH MIAMI, FLORIDA:

Section 1. The foregoing recitals are hereby ratified and confirmed as being true and they are incorporated into this resolution by reference as if set forth in full herein.

Section 2. The regular City Commission meeting of Tuesday, April 20, 2021 is hereby rescheduled to Thursday, April 22, 2021.

Section 3. Corrections. Conforming language or technical scrivener-type corrections may be made by the City Attorney for any conforming amendments to be incorporated into the final resolution for signature.

Section 4. Severability. If any section clause, sentence, or phrase of this resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this resolution.

Section 5. Effective Date. This resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2021.

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ATTEST:

APPROVED:

CITY CLERK

MAYOR

READ AND APPROVED AS TO FORM,
LANGUAGE, LEGALITY AND
EXECUTION THEREOF

COMMISSION VOTE:
Mayor Philips:
Commissioner Gil:
Commissioner Harris:
Commissioner Liebman:

CITY ATTORNEY

City Commission Agenda Item Report

Meeting Date: March 23, 2021

Submitted by: Thomas Pepe

Submitting Department: City Attorney

Item Type: Resolution

Agenda Section:

Subject:

A Resolution of the Mayor and City Commissioners of the City of South Miami creating a committee, establishing procedure and criteria, and approving the application form for the Marshall Williamson Scholarship. 3/5 (Mayor Philips)

Suggested Action:

Attachments:

[Res MarshallWilliamsonScholarshipCArev\(3\) \(002\).docx](#)

1 **RESOLUTION NO. _____**

2
3 **A Resolution of the Mayor and City Commissioners of the City of South**
4 **Miami creating a committee, establishing procedure and criteria, and**
5 **approving the application form for the Marshall Williamson Scholarship.**

6
7 **WHEREAS**, the James T. Bowman Scholarship was established on January 14,
8 2003, to honor the second City of South Miami Afro-American Commissioner; and
9

10 **WHEREAS**, the scholarship was intended to encourage disadvantaged students
11 who are residents of the Marshall Williamson Area of South Miami, who exhibit strong
12 desires for self-improvement and who wish to further their educations past high school;
13 and
14

15 **WHEREAS**, the Marshall Williamson area has been and is home to people who
16 have served the City on Boards and Committees and as elected officials; and
17

18 **WHEREAS**, the City of South Miami wishes to continue the Scholarship Program;
19 and
20

21 **WHEREAS**, the City has set aside \$5,000 in its FY20/21 budget to be used for
22 the students' full 2021-2022 school year; and
23

24 **WHEREAS**, the City wishes to develop a set of criteria and establish an award
25 process for 2021.
26

27 **NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY**
28 **COMMISSIONERS OF THE CITY OF SOUTH MIAMI, FLORIDA:**

29
30 **Section 1.** The foregoing recitals are hereby ratified and confirmed as being true
31 and correct and are hereby made a specific part of this resolution upon adoption hereof.
32

33 **Section 2.** The name of the Scholarship program will be the Marshall Williamson
34 Scholarship.
35

36 **Section 3.** The attached scholarship criteria, procedure, and application form,
37 including the establishment of a scholarship committee, is hereby approved.
38

39 **Section 4. Corrections.** Conforming language or technical scrivener-type
40 corrections may be made by the City Attorney for any conforming amendments to be
41 incorporated into the final resolution for signature.

42 **Section 5. Severability.** If any section clause, sentence, or phrase of this
43 resolution is for any reason held invalid or unconstitutional by a court of competent
44 jurisdiction, the holding will not affect the validity of the remaining portions of this
45 resolution.

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Section 5. Effective Date. This resolution will become effective immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2021.

ATTEST:	APPROVED:
_____	_____
CITY CLERK	MAYOR

READ AND APPROVED AS TO FORM, LANGUAGE, LEGALITY, AND EXECUTION THEREOF	COMMISSION VOTE: Mayor Philips: Commissioner Harris: Commissioner Liebman: Commissioner Gil:

CITY ATTORNEY	

**Marshall Williamson Scholarship
Process and Procedures**

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A scholarship committee, known as the Marshall Williamson Scholarship Committee (Committee), is hereby formed, and organized as follows:

(1) The Committee is comprised of five members who are to be appointed in accordance with the City Charter.

- a. One member must be a teacher/professor,
- b. One member must be a skilled tradesperson,
- c. One member must be a business owner,
- d. two members must be City of South Miami residents.

(2) The City Commission may waive the qualifications of a member of the Committee upon the request of a member of the City Commission who has not made a Committee appointment.

(3) Each member will serve for a 2-year term.

(4) The quorum for meetings is a majority of the members who have been appointed.

(5) The duty of the Committees is to select a recipient(s).

(6) The Committee must present the name(s) of the recipient(s) to the City Commission at the next regularly scheduled City Commission meeting after each scholarship selection(s) has(have) been made.

(7) The Community Outreach Coordinator or other City employee chosen by the City Manager will act as liaison.

The Marshall Williamson Scholarship Committee reserves the right to select more than one recipient with the total available funding to be shared amongst the selected recipients.

Recipients will be selected from residents of the City of South Miami who are high school seniors and graduates, college students, people wanting to attend vocational/trade schools, and previous Bowman Scholarship recipients.

Preference will be given to applicants from disadvantaged economic backgrounds.

Applicants who are current students must have, at minimum, a grade point average of 2.5.

Scholarship funding may be utilized by selected awardees for tuition assistance and related books/supplies for either accredited vocational or accredited advanced academic education.

History: Upon delivering his/her application the applicant will be handed an essay about the history of the Marshall Williamson area.

Interview: Each of the most promising applicants will be invited to participate in an interview with three or more members of the committee. During this interview, at least

109 one topic will be the student's understanding of and reaction to the essay about the
110 Marshall Williamson area history.

111

112 Office: The office of the Community Outreach Coordinator serves as the Office for the
113 Marshall Williamson Scholarship materials and records.

114

115 Notice of the Scholarship will be posted on the City Website, in SoMi INSIDER, on the
116 bulletin board in the Community Center lobby, on the City's various social media
117 websites, in the South Miami Community Newspaper is permitted, and through the South
118 Miami High School Guidance Department.

119

120 The application packet may be downloaded from the City's website,
121 <http://www.southmiamifl.gov/>

122

123 It may be picked up at the Community Center Reception Desk, 5800 SW 66th St., South
124 Miami, FL 33143.

125

126 To be considered for funding, a fully completed application with all required
127 documentation must be received by the application deadline.

128

129 The deadline for receiving 2021-2022 scholarship application is 5:00 pm on Wednesday,
130 June 30, 2021.

131

132 The recipients will be announced at the Commission Meeting on August 17, 2021.

133

134 Checks will be made out to the institution for the use of the student throughout the
135 academic year.

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137 These procedures are in place for the 2021-2022 academic year. They may be amended
138 for future years.

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**Marshall Williamson Scholarship
Application**

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Please type or print legibly.

Name: _____

Address: _____

Phone number: _____ . Email address: _____

My grade point average in the most recent school year is: _____

My grade point average for all my high school education is: _____

I have done Community Service at _____ for
_____ hours a month from _____/_____/_____ to _____/_____/_____.
(month) (year) month (year)

Name of post-secondary vocational or academic educational institution:

Address of the Financial Aid or Student Accounts office at the above institution:

This will be my _____ year in attendance this above institution.

Included with this sheet the following 8 documents:

1. ____ A copy of my transcript (or grade report) of my last two terms.
2. ____ A copy of the first page of my 2020 Federal Tax Return, or a notarized statement about my income.

Or Because I am still supported by my parents,
2.b. ____ A copy of the first page of my parent's 2020 Federal Tax Return, or a notarized statement about their income.

3. ____ Proof that I am an admitted or attending student at the institution listed above.
4. ____ A letter of recommendation from an employer, a schoolteacher, a school official, a professor, or a supervisor of volunteer activity.
5. ____ A note explaining the reason for choosing this person to recommend me.
6. ____ An essay of no more than 500 words about what he/she learned from fulfilling one of his/her responsibility.
7. ____ A copy of my photo ID, and
8. ____ My resumé.

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City of South Miami

Marshall Williamson Scholarship Notice

James T. Bowman, Sr. was a lifelong South Miami resident and a community leader. He served tirelessly in numerous community organizations and on several municipal boards. He also held memberships in various South Miami organizations including the Community Action Agency and the Alliance for Youth. He served as a South Miami City Commissioner from 1978 through 1986. His life was dedicated to facilitating economic development opportunities and establishing career opportunities for African American youth. He will be fondly remembered for his many contributions to improve the South Miami Community. A scholarship dedicated to his name was established on January 14, 2003.

In March 2021, the Scholarship was renamed the Marshall Williamson Scholarship to honor all the people from that area of South Miami who serve and have served as members of Boards and Committees and as elected officials. It is awarded on an annual basis by the City of South Miami to eligible City of South Miami resident students. The total funding available for the 2021-2022 academic year is \$5,000. Awards shall be made at the discretion of the City of South Miami Commission at the recommendation by the Marshall Williamson Scholarship Committee. The City of South Miami supports students exhibiting a strong desire for self-improvement through education. The City of South Miami reserves the right to select more than one recipient with the total available funding to be shared amongst them. Scholarship funding may be utilized by the selected awardees for tuition assistance and related books/supplies for either vocational or higher-level educational training - college or university, trade, or career school - that is at an accredited, post-secondary institution.

To be considered for funding, a fully completed application with all required documentation must be received by the application deadline.

The application packet may be picked up at the Community Center lobby Reception Desk, 5800 SW 66 Street, South Miami.

The deadline for receiving 2021-2022 scholarship application is 5:00 pm on Wednesday, June 30, 2021.

City Commission Agenda Item Report

Meeting Date: March 23, 2021

Submitted by: Thomas Pepe

Submitting Department: City Attorney

Item Type: Resolution

Agenda Section:

Subject:

A Resolution of the Mayor and City Commissioners of the City of South Miami to engage Miami Dade County to provide the services of an Art in Public Places Trust and a Professional Advisory Committee and to fulfil those requirements of the City's Art in Public Places Program and to provide full implementation of the program. 3/5 (Commissioner Liebman)

Suggested Action:

Attachments:

[Res EngagingMDCsBd of Trustees Prof Adv Commsk.doc](#)

[Res EngagingMDCsBd of Trustees Prof Adv Commsk - MDC APP Comments.doc](#)

1 RESOLUTION NO. _____
2

3 A Resolution of the Mayor and City Commissioners of the City of South Miami
4 to engage Miami Dade County to provide the services of an Art in Public Places
5 Trust and a Professional Advisory Committee and to fulfil those requirements
6 of the City's Art in Public Places Program and to provide full implementation of
7 the program.
8

9 WHEREAS, the City enacted Section 7-17 known as the City's Art in Public Places
10 Ordinance; and
11

12 WHEREAS, Section 7-17 provides for the creation of an Art in Public Places Trust and a
13 Professional Advisory Committee; and
14

15 WHEREAS, the Miami-Dade County Art in Public Places Program provides services to
16 municipalities that fulfil the same function as the City's Art in Public Places Trust and the City's
17 Professional Advisory Committee; and
18

19 WHEREAS, the City's Professional Advisory Committee is required to be composed of art
20 professionals who must be paid for their services; and
21

22 WHEREAS, the function of the City's Art in Public Places Trust can best be served using
23 the Miami Dade County Art in Public Places Trust which has experience overseeing the Miami
24 Dade County's Art in Public Places Program; and
25

26 WHEREAS, Miami Dade County has offered to provide the services of the County's Art in
27 Public Places Trust and Miami Dade County's Professional Advisory Committee for a fee equal
28 to a maximum of 15% of the funds collected by the City pursuant to the City's Art in Public
29 Places program for the full implementation of the program.
30

31 NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSIONERS OF THE
32 CITY OF SOUTH MIAMI, FLORIDA:
33

34 Section 1. The foregoing recitals are hereby ratified and confirmed as being true and
35 correct and are hereby made a specific part of this resolution upon adoption hereof.
36

37 Section 2. The City of South Miami Commission hereby invokes its authority pursuant
38 to Section 7-17(6)(j) and 7-17(7)(f) of the City of South Miami Code of Ordinances. The City will
39 not create a City Art in Public Places Trust or a Professional Advisory Committee at the present
40 time and, instead, the City will engage Miami-Dade County to perform the functions of the Art
41 in Public Places Trust and the City will engage Miami-Dade County to perform the functions of
42 the Professional Advisory Committee and to provide full implementation of the program.
43

1 Section 3. Corrections. Conforming language or technical scrivener-type corrections
2 may be made by the City Attorney for any conforming amendments to be incorporated into the
3 final resolution for signature.

4
5 Section 4. Severability. If any section clause, sentence, or phrase of this resolution is for
6 any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding will
7 not affect the validity of the remaining portions of this resolution.

8
9 Section 5. Effective Date. This resolution will become effective immediately upon
10 adoption.

11
12 PASSED AND ADOPTED this ____ day of _____, 2021.

13
14 ATTEST:

14 APPROVED:

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16 _____
17 CITY CLERK

16 _____
17 MAYOR

18
19 READ AND APPROVED AS TO FORM,
20 LANGUAGE, LEGALITY AND
21 EXECUTION THEREOF

19 COMMISSION VOTE:
20 Mayor Philips:
21 Commissioner Harris:
22 Commissioner Liebman:
23 Commissioner Gil:

22 _____
23 CITY ATTORNEY
24

RESOLUTION NO. _____

A Resolution of the Mayor and City Commissioners of the City of South Miami to engage the Miami Dade ~~County~~ Art in Public Places Program for implementation of commissioned projects through the County's Art in Public Places Trust and Professional Advisory Committee in compliance with the City's Art in Public Places Ordinance ~~to provide the services of an Art in Public Places Trust and a Professional Advisory Committee and to fulfil those requirements of the City's Art in Public Places Program and to provide full implementation of the program.~~

WHEREAS, the City enacted Section 7-17 known as the City's Art in Public Places Ordinance; and

WHEREAS, Section 7-17 provides for the creation of an Art in Public Places Trust and a Professional Advisory Committee; and

WHEREAS, the Miami-Dade County Art in Public Places Program provides services to municipalities that fulfil the same function as the City's Art in Public Places Trust and the City's Professional Advisory Committee; and

WHEREAS, the City's Professional Advisory Committee is required to be composed of art professionals who must be paid for their services; and

WHEREAS, the function of the City's Art in Public Places Trust can best be served using the Miami Dade County Art in Public Places Trust which has experience overseeing the Miami Dade County's Art in Public Places Program; and

WHEREAS, Miami Dade County has offered to provide the services of the County's Art in Public Places Program for a fee equal to 15% of the funds collected by the City pursuant to the City's Art in Public Places program for the full implementation of the program. The fee may be adjusted depending on the complexity, scope of services, and or duration of the applicable project.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSIONERS OF THE CITY OF SOUTH MIAMI, FLORIDA:

Section 1. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this resolution upon adoption hereof.

Section 2. The City of South Miami Commission hereby invokes its authority pursuant to Section 7-17(6)(j) and 7-17(7)(f) of the City of South Miami Code of Ordinances. The City will not create a City Art in Public Places Trust or a Professional Advisory Committee at the present

1 time and, instead, the City will engage Miami-Dade County Art in Public Places Program for
2 implementation of public art projects in compliance with the City's Art in Public Places
3 Ordinance.

4
5 Section 3. Corrections. Conforming language or technical scrivener-type corrections
6 may be made by the City Attorney for any conforming amendments to be incorporated into the
7 final resolution for signature.

8
9 Section 4. Severability. If any section clause, sentence, or phrase of this resolution is for
10 any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding will
11 not affect the validity of the remaining portions of this resolution.

12
13 Section 5. Effective Date. This resolution will become effective immediately upon
14 adoption.

15
16 PASSED AND ADOPTED this ____ day of _____, 2021.

17
18 ATTEST:

APPROVED:

19
20 _____
21 CITY CLERK

MAYOR

22
23 READ AND APPROVED AS TO FORM,
24 LANGUAGE, LEGALITY AND
25 EXECUTION THEREOF

COMMISSION VOTE:
Mayor Philips:
Commissioner Harris:
Commissioner Liebman:
Commissioner Gil:

26
27 _____
28 CITY ATTORNEY

City Commission Agenda Item Report

Meeting Date: March 23, 2021

Submitted by: Steven Kulick

Submitting Department: Procurement Division

Item Type: Resolution

Agenda Section:

Subject:

A Resolution authorizing the City Manager to enter into a multi-year piggyback agreement with Sprint Solutions, Inc., a wholly owned subsidiary of T-Mobile USA, Inc., for wireless voice, data and related services. 3/5 (City Manager-Procurement)

Suggested Action:

Attachments:

[CM Memo T-Mobile Wireless.docx](#)

[Reso_T-Moble_Wireless.doc](#)

[T-Mobile Acquires Sprint 4.1.2020.pdf](#)

[HEROES PROGRAM.pdf](#)

[City of South Miami T-Mobile Sourcewell Piggy back \(02 15 2021\).pdf](#)



CITY OF SOUTH MIAMI
OFFICE OF THE CITY MANAGER
INTER-OFFICE MEMORANDUM

To: The Honorable Mayor & Members of the City Commission

FROM: Shari Kamali, City Manager

DATE: March 16, 2021

SUBJECT: A Resolution authorizing the City Manager to enter into a multi-year piggyback agreement with Sprint Solutions, Inc., a wholly owned subsidiary of T-Mobile USA, Inc., for wireless voice, data and related services.

BACKGROUND: On April 1, 2020, T-Mobile USA officially completed its merger with Sprint Solutions, Inc. The parent of the combined company is T-Mobile, USA, however the combined company will operate under the name of T-Mobile. As a result of the merger, the City's Sprint Solutions wireless services is now provided and managed by T-Mobile. Sprint Solutions, Inc. is a wholly owned subsidiary of T-Mobile USA, Inc.

In addition to wireless phones, the program includes wireless air cards for the Police Department. Air cards enable police officers to access the City's network and internet from their vehicle while on patrol or when not on premises. The air card signals and cell towers were extensively tested at the inception of the Sprint program to ensure communications for Police are always operational and public safety is not compromised. T-Mobile now has possession of those same cell towers. The City has had experience with other carrier's air cards and cell towers, such as AT&T and Version, and were found not to be as reliable as the current program, specifically for the Police Department.

T-Mobile's air card program, the Alpha Project, is designed for government first responders and ensures connectivity during emergencies with the highest priority for data services, with no caps on the plans and unlimited talk, text, and data.

Furthermore, T-Mobile offers the Heroes Program, a wireless service that provides first responders free nationwide 5G access during critical times, emergencies, and natural disasters. The program provides free wireless access, including unlimited voice, texting and unlimited high-speed data. This program would be directed to the City's critical first responders encompassing police and selected administrative positions.



CITY OF SOUTH MIAMI
OFFICE OF THE CITY MANAGER
INTER-OFFICE MEMORANDUM

The T-Mobile program will result in monthly savings of \$468 and annual savings of \$5,620. Pricing and program comparisons between the current Sprint program and T-Mobile are summarized below:

CURRENT PLAN	SPRINT COST	T-MOBILE COST	T-MOBILE PLAN	# OF LINES	IMPACT PER MONTH
Data: 144GB base plan x 1 Line	\$520.00	\$0.00	Unlimited Everything	1	-\$520.00
Voice Add a line fees x 1 Lines	\$0.00	\$24.65	Unlimited Everything	1	\$24.65
Voice Add a line fees x 12 Lines	\$10.00	\$24.65	Unlimited Everything	12	\$175.80
Voice Add a line fees x 5 Lines	\$35.00	\$24.65	Unlimited Everything	5	-\$51.75
Tablet Unlimited x 3 Lines	\$20.00	\$19.98	Unlimited	3	-\$0.06
Tablet Sharing 144GB x 6 Lines	\$10.00	\$19.98	Unlimited	6	\$59.88
Hotspot x 1 Line	\$30.00	\$29.75	Unlimited	1	-\$0.25
Apple Watch x 1 Line	\$15.00	\$15.00	Unlimited	1	\$0.00
Police Added lines (part of 144GB shared) x 10 Lines	\$35.00	\$15.00	Connecting Heroes Plan Unlimited	10	-\$200.00
POLICE AIR CARDS UNLIMITED x 43 Lines	\$32.99	\$34.00	Alpha Project	43	\$43.43
SAVINGS PER MONTH					-\$468
ANNUAL SAVINGS					-\$5,620

The City will contract with Sprint Solutions, Inc., a wholly owned subsidiary of T-Mobile USA, Inc. for wireless and air card services through a piggyback agreement, not to exceed five (5) consecutive years, competitively solicited by Sourcewell, a State of Minnesota local government agency and service cooperative that results in national contracting solutions for use by its members and various government entities.



CITY OF SOUTH MIAMI
OFFICE OF THE CITY MANAGER
INTER-OFFICE MEMORANDUM

Account: Various

Attachments: Resolution
Announcement, T-Mobile Acquires Sprint Solutions, April 1, 2020
Heroes Program Overview
Piggyback Agreement

1 RESOLUTION NO. _____
2

3 A Resolution authorizing the City Manager to enter into a multi-year piggyback
4 agreement with Sprint Solutions, Inc., a wholly owned subsidiary of T-Mobile USA,
5 Inc., for wireless voice, data and related services operating under the name of T-
6 Mobile.

7 WHEREAS, on April 1, 2020, T-Mobile USA officially completed its merger with Sprint
8 Solutions, Inc. and the parent of the combined company is T-Mobile, USA however the
9 combined company will operate under the name of T-Mobile; and

10
11 WHEREAS, as a result of the merger, the City's Sprint Solutions wireless services is now
12 provided and managed by T-Mobile; and

13
14 WHEREAS, in addition to wireless phones, the program includes wireless air cards for
15 the Police Department which enable police officers to access the City's network and internet
16 from their vehicle while on patrol or when not on premises; and

17 WHEREAS, it is recommended the City implement the T-Mobile's Alpha Project and
18 Heroes Program, a service that ensures first responders connectivity during emergencies and
19 free nationwide 5G access during critical times, emergencies, and natural disasters which
20 provides free wireless access, including unlimited voice, texting and unlimited high-speed data
21 and, the program would be directed to the City's critical first responders encompassing police
22 and selected administrative positions; and

23 WHEREAS, the T-Mobile service is contracted through a piggyback agreement
24 competitively solicited by Sourcewell, a State of Minnesota local government agency and
25 service cooperative resulting in a national contracting solution for use by its members and
26 government entities; and

27 WHEREAS, the monthly costs for wireless and air services shall be charged to each
28 department using various account numbers.

29
30 NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSIONERS OF THE
31 CITY OF SOUTH MIAMI, FLORIDA:

32
33 Section 1. The foregoing recitals are hereby ratified and confirmed as being true and
34 they are incorporated into this resolution by reference as if set forth in full herein.

35 Section 2. The City Manager is hereby authorized to enter into piggyback agreement,
36 not to exceed five (5) consecutive years, with Sprint Solutions, Inc., a wholly owned
37 subsidiary of T-Mobile USA, Inc., for wireless voice, data and related services from
38 Sourcewell, a State of Minnesota local government agency and service cooperative

1 resulting in a national contracting solution for use by its members and government
2 entities. A copy of the agreement is attached.

3 Section 3. Corrections. Conforming language or technical scrivener-type corrections
4 may be made by the City Attorney for any conforming amendments to be incorporated into the
5 final resolution for signature.

6 Section 4. Severability. If any section clause, sentence, or phrase of this resolution is for
7 any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding
8 shall not affect the validity of the remaining portions of this resolution.

9
10 Section 5. Effective Date. This resolution shall become effective immediately upon
11 adoption.

12
13 PASSED AND ADOPTED this ____ day of _____, 2021.

14
15 ATTEST:

APPROVED:

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17 _____
18 CITY CLERK

MAYOR

19
20 READ AND APPROVED AS TO FORM, COMMISSION VOTE:
21 LANGUAGE, LEGALITY AND
22 EXECUTION THEREOF

Mayor Philips:
Commissioner Harris:
Commissioner Liebman:
Commissioner Gil:

23
24 _____
25 CITY ATTORNEY



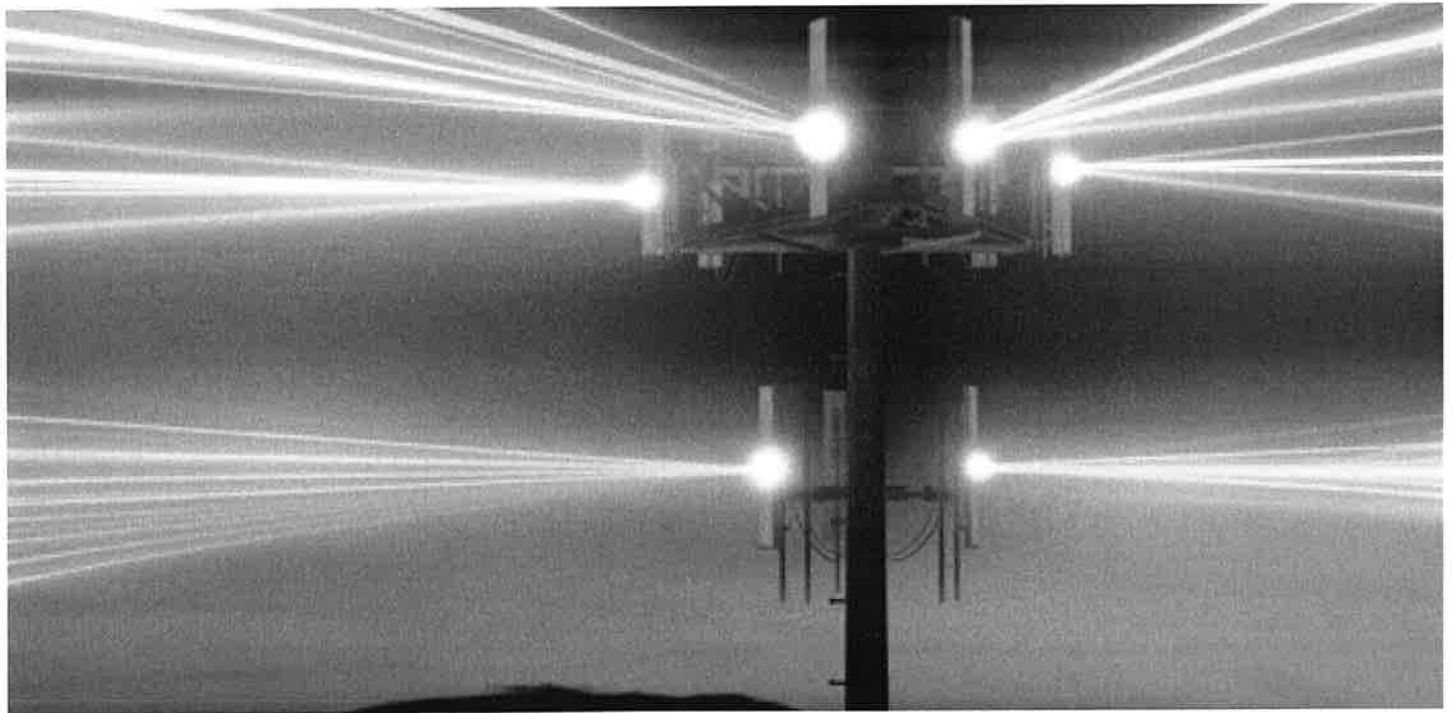
UN-CARRIER

T-Mobile Completes Merger with Sprint to Create the New T-Mobile

April 01, 2020

Supercharged Un-carrier positioned to deliver unparalleled network reliability, value, innovation and commitment to customers now, when it's more important than ever.

[Download Media Assets](#)



Supercharged Un-carrier positioned to deliver unparalleled network reliability, value,



Sievert

Bellevue, Washington and Overland Park, Kansas – April 1, 2020 – T-Mobile US Inc. (NASDAQ: TMUS) announced today that it has officially completed its merger with Sprint Corporation to create the New T-Mobile, a supercharged Un-carrier that will deliver a transformative 5G network. The parent of the combined company is T-Mobile US, Inc., whose shares of common stock will continue to trade on the NASDAQ Global Select Market under the symbol “TMUS”. The combined company will operate under the name T-Mobile.

The New T-Mobile’s commitment to building the world’s best broad and deep nationwide 5G network, which will bring lightning-fast speeds to urban areas and underserved rural communities alike, is more critical than ever, as reliable connectivity has become so important to Americans. With 14 times more capacity in six years than standalone T-Mobile has today, the New T-Mobile network will be able to offer unmatched value to consumers, with better service at lower prices. The company will also continue to focus on its commitment to customers and being a force for good. The enhanced scale and financial strength of the combined company will drive a planned investment of \$40 billion into its network, business and more over the next three years. Synergies achieved from the integration have the potential to unlock massive scale and unleash at least \$43 billion in value for shareholders.

The company also announced that with close of the merger, it has successfully completed its long-planned Chief Executive Officer transition from John Legere to Mike Sievert ahead of schedule. Effective immediately, Sievert will assume the role of CEO of T-Mobile. Legere, who served as CEO of T-Mobile since 2012, built a culture around listening to employees, putting the customer first and shaking up the market with signature Un-carrier moves. During his tenure, Legere engineered a turnaround of the company as T-Mobile completely disrupted the wireless industry and became the fastest growing company in wireless, capturing 80% of the industry’s postpaid phone growth from 2013 to today. Legere will continue as a member of the Board of Directors for the remainder of his current term, through the Annual Meeting of Shareholders scheduled in June 2020.

“During this extraordinary time, it has become abundantly clear how vital a strong and reliable network is to the world we live in. The New T-Mobile’s commitment to delivering a transformative broad and deep nationwide 5G network is more important and more needed than ever and what we are building is mission-critical for consumers,” said Mike Sievert, president and CEO of T-Mobile. “With this powerful network, the New T-Mobile will deliver real choice and value to wireless and



whole new level!

Sievert continued, "All of us at T-Mobile owe John an incredible thank you for everything he's done to get this company to where we are today. He has changed what it means to be a CEO. Everything that T-Mobile has accomplished is the result of his vision for what a different kind of wireless provider could be. John IS what the Un-carrier is all about: advocating for customers at every turn, forcing us to think differently and always driving for more. He has always pushed the boundaries of what's possible and pushed us to do the same. His leadership has made us what we are today, and we will take that into the future. Thank you, John, for everything you've done for wireless consumers and for our beloved employees! I also want to thank Marcelo Claure and the entire Sprint leadership team for their hard work to get us to this huge day! We did it!... and I'm looking forward to welcoming Sprint employees into Team Magenta, and to working with you now as a member of our Board of Directors."

"The Un-carrier movement started with T-Mobile saying we were going to shake up wireless — and we did! We eliminated annual service contracts, overages and roaming fees, improved customer service and introduced more value. But there's more. In the best and worst of times, T-Mobile has been here with a dependable network and giving customers best-in-class customer service they can depend on. Today, when those connections are needed more than ever, we are reinforcing everything we've stood for as the supercharged New T-Mobile!" said John Legere. "You know T-Mobile has been all about challenging the status quo ... and Sprint has a track record of being a tenacious challenger and a dedicated customer advocate as well. So, with innovation, disruption and obsession for the customer experience as the foundation that the New T-Mobile is built on, just imagine what's to come."

Legere continued, "I've been fortunate enough to lead this company for the past seven years, but now it's time for me to hand the reins over to Mike Sievert. The Board of Directors and I agree that it makes perfect sense for Mike to assume his leadership role on day one of the new company. He's ready! I had originally planned to stay on through the end of my contract on April 30, 2020, but it makes much more sense to transition this responsibility to Mike today. Mike was the first person I hired at T-Mobile and I have tremendous faith in his ability to take the Un-carrier into its next SUPERCHARGED chapter. Between his leadership, his expanded and talented leadership team and the amazing people at T-Mobile, the future is SO bright! The Un-carrier that we created started with our employees. Each and every one of them. They are different. They play the game differently, and I love them all. I cannot wait to see what this entire team does next!"

CONNECTING HEROES

FREE UNLIMITED SERVICE FOR FIRST RESPONDER AGENCIES

Now that Sprint has joined T-Mobile, we're delivering on our promise to use America's largest 5G network for good. Together, we're introducing Connecting Heroes and pledging up to \$7.7 billion over the next 10 years to provide **FREE unlimited talk, text, and smartphone data** to first responder agencies across the country.



Using America's largest 5G network for good

We have more towers, more engineers, and more bandwidth than ever before, helping us keep first responders connected when and where it matters.

First responders remain among the highest priority on our network

State and local fire, police, and EMS agencies can experience unlimited talk, text, and smartphone data on our network for free. Plus, these plans always remain among the highest priority on our network, no matter how much data first responders use.

A history of being there to help

Our Emergency Response Fleet is ready to help communities stay connected with connectivity extenders in areas where natural disasters affect coverage.

Sub set to availability, not a plan feature.

Plans and features	Connecting Heroes	Connecting Heroes Amp
Price	\$0	\$15 per line/month (- applicable taxes & fees)
Unlimited talk, text, and smartphone data on our network	✓	✓
Unlimited domestic roaming	✓	✓
4G LTE mobile hotspot data	1GB (then 3G speeds)	20GB (then 3G speeds)
Wireless Priority Service (WPS) eligible	✓	✓
In-flight texting and Wi-Fi on Gogo-enabled flights		✓
Gogo-enabled flights		✓
Unlimited texting and 2G data in 210+ countries and destinations		✓
Talk, text, and up to 5GB of 4G LTE data in Mexico and Canada	✓	✓
Video streaming	SD 480p	HD 1080p

Contact your Government Account Manager today or visit T-Mobile.com/connectingheroes to get more details.



For state & local fire, police, and EMS agencies' first responder lines, eligibility verified. Coverage not available in some areas and may be impacted by emergencies; check your response area. Capable device required for 5G.

Line eligibility subject to reverification. Monthly Regulatory Programs (RPF) & Telco Recovery Fee (TRF) totaling \$3.18 per voice line (\$0.60 for RPF & \$2.58 for TRF) applies to \$1.5 plan; taxes/fees approx. 0-19% of bill. Unlimited talk & text features for direct communications between 2 people; others (e.g. conference & chat lines, etc.) may cost extra. Unlimited high-speed data US only; in Canada/Mexico; up to 5GB high-speed data then unlimited at up to 128kbps. Additional international features available for purchase. Not available for hotspots and some other data-first devices. **Video streams** at up to 1.5Mbps unless you add Plus. Optimization may affect speed of video downloads; does not apply to video uploads. For best performance, leave any video streaming applications at their default automatic resolution setting. **Tethering:** 1GB high-speed data (20GB with Plus) then unlimited on our network at max 3G speeds. For the small fraction of customers using >50GB/mo., primary data usage may be **slowed, suspended, terminated, or restricted** for interference with our network or usage is prioritized over Mobile Hotspot (tethering) usage, which may result in higher speeds for data used on smartphone. **Network Management:** Program/Service may be **slowed, suspended, terminated, or restricted** for interference with our network or ability to provide quality service to other users or abusive/excessive use. On-device usage is prioritized over tethering usage, which may result in higher speeds for data used on device. See T-Mobile.com/OpenInternet for details. See Terms and Conditions (including arbitration provision) at www.T-Mobile.com for additional information. **5G:** Capable device required; coverage not available in some areas. While 5G access won't require a certain plan or feature, some uses/services might. 5G uplink not yet available. See Coverage details, Terms and Conditions, and Open Internet information for network management details (like video optimization) at T-Mobile.com. T-Mobile and the magenta color are registered trademarks of Deutsche Telekom AG. ©2020 T-Mobile USA, Inc.

CONTRACT FOR WIRELESS VOICE & DATA SERVICES WITH RELATED SOLUTIONS, EQUIPMENT, & ACCESSORIES

THIS AGREEMENT made and entered into this ____ day of _____, 20__ by and between the City of South Miami, a Florida municipal Corporation by and through its City Manager (hereinafter referred to as “City”) and Sprint Solutions, Inc., a wholly owned subsidiary of T-MOBILE USA, INC., as contracting agent on behalf of the applicable Sprint/T-Mobile affiliates providing the Products and Services (hereinafter referred to as “Contractor”) a Delaware corporation.

WITNESSETH:

WHEREAS, Sourcewell, a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21, solicited bids pursuant to RFP #080119 for Wireless Voice and Data Services with relation solutions, equipment and accessories; and

WHEREAS, Sourcewell, after completing a competitive bidding process, awarded contract #080119-SPT to Contractor (“Sourcewell Contract”), and

WHEREAS, the City of South Miami desires to utilize the Sourcewell Contract with Contractor; and

WHEREAS, the City is authorized, pursuant to the City of South Miami’s Charter, to piggyback off of contracts, such as the contract in question between Sourcewell and Contractor, that were entered into in accordance with a solicitation process that is at least as vigorous as that of the City of South Miami; and

NOW, THEREFORE, the City and the Contractor, each through their authorized representative/official, agree as follows:

1. The City desires to enter into an agreement, under the same provisions as set forth in the contract between Sourcewell and Contractor pursuant to Sourcewell’s RFP #080119 as modified by this Agreement.

2. The City has reviewed the contract between Sourcewell and Contractor and agrees to the provisions of the Sourcewell Contract which shall be applicable to a purchase order to be issued by the City and further agrees to the fair and reasonableness of the pricing therein. Contractor hereby agrees to provide such products and/or services, pursuant to the City’s purchase order made during the term of this Agreement, under the same price(s), terms and conditions as found in the solicitation documents, the response to the solicitation, and the Sourcewell Contract and/or the Award, pertinent copies of which are attached hereto as Attachment A and made a part hereof by reference. The terms and conditions of this Agreement or the underlying Sourcewell Contract will not be modified or superseded by any terms and conditions in a City generated Purchase Order. Purchase Orders will have no force or effect other than to denote quantity, the products or services purchased, delivery destinations, requested

Thomas F. Pepe – 04-03-19

delivery dates and any other information required by this Agreement.

3. All references in the Sourcewell Contract between Sourcewell and Contractor, shall be assumed to pertain to, and are binding upon Contractor and the City of South Miami. All decisions related to the purchase of products and services that are to be made on behalf of Sourcewell, as set forth in the Sourcewell Contract between Sourcewell and the Contractor, shall all be made by the City Manager for the City of South Miami. Notwithstanding anything contained in the Sourcewell RFP #080119, and the Sourcewell Contract #080119-SPT between Sourcewell and the Contractor to the contrary, this Agreement shall be governed by the laws of the State of Florida and venue for all dispute resolutions or litigation shall be in Miami-Dade County, Florida.

4. Term. Unless otherwise agreed to by the parties herein, this Agreement shall be coterminous with the underlying Sourcewell Contract including any renewals or extensions to the Sourcewell Contract. The term of the contract, including all extensions authorized by the contract shall not exceed five years.

5. Scope of Products and Services. The scope of products and services (which may hereinafter be referred to as the “Work”) are set forth in the attached Attachment A and any attachments thereto and the City’s purchase order. The Contractor has agreed to deliver the products, if any, and perform the services, if any, in a workman like manner and in accordance with all state, county and City laws, at the locations, if any, designated by the City. All of the purchased products and services reflected in Attachment A shall be provided in a timely manner. The Contractor shall obtain and pay for all permits required for the products and services rendered, if any, with the exception of permits fees charged by the City, said fees shall be waived.

6. Contract Price. The contract price for the products and services is set forth in Attachment A or B. The Contractor shall be paid for products and services as set forth in the Sourcewell Contract.

7. Precedence. The term, provisions and conditions of this Agreement shall take precedence over the terms, provisions and conditions of the Sourcewell Contract.

8. Public Records: Contractor and all of its subcontractors are required to comply with the public records law (s.119.0701) while providing products and/or services on behalf of the City and the Contractor, under such conditions, shall incorporate this paragraph in all of its subcontracts for this Project and shall: (a) Keep and maintain public records required by the public agency to perform the service; (b) Upon request from the public agency's custodian of public records, provide the public agency 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 in this chapter or as otherwise provided by law; (c) 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 term and following completion of the contract if the contractor does not transfer the records to the public agency; and (d) Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in

Thomas F. Pepe – 04-03-19

possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the Agreement, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-663-6340; E-mail: npayne@southmiamifl.gov; 6130 Sunset Drive, South Miami, FL 33143.**

9. Technology Evolution

A. In the normal course of technology evolution and enhancement, the Contractor continually updates and upgrades its networks, Products and Services. In some instances, these efforts will result in the need to ultimately replace or discontinue certain offerings or technologies. In such event, Contractor will undertake such efforts in a customer-focused and commercially reasonable manner. Accordingly and notwithstanding anything in the Contract Sourcewell and this Agreement to the contrary, Contractor reserves the right, in its sole discretion, after providing the notice set forth in subsection B below, to: (1) migrate the City to a replacement technology; or (2) discontinue any Product, Service, network standard, or technology without either party being in breach of this Agreement or incurring early termination liability relating to the discontinuance of the affected Product, Service, network standard, or technology. If Contractor migrates to a replacement technology that does not meet the Customer's reasonable service needs, the City may terminate the affected Product or Service without either party being in breach of this Agreement or incurring early termination liability.

B. If Contractor takes any action set forth in subsection A above, Contractor will provide advance notice reasonably designed to inform the City (if affected) of such pending action. The form of Contractor's notice may include providing written notice to any address (1) listed in the Agreement for the City, (2) Contractor uses for billing, or (3) set forth in an Order. The City agrees that such notice is reasonable and sufficient notice of Contractor's pending action.

10. Waiver Jury Trial: City and Contractor knowingly, irrevocably voluntarily and intentionally waive any right either may have to a trial by jury in State or Federal Court proceedings in respect to any action, proceeding, or lawsuit arising out of the Agreement documents or the performance of the work thereunder or any counterclaim, cross-claim or third party claim filed in the same proceeding.

11. Notices: Whenever notice shall be required or permitted herein, it shall be
Thomas F. Pepe – 04-03-19

delivered by hand delivery, e-mail (or similar electronic transmission), certified mail with return receipt requested and shall be deemed delivered on the date shown on the e-mail or, if by certified mail, the date on the return receipt or the date shown as the date same was refused or unclaimed. If hand delivered to the CITY, a copy must be stamped with the official CITY receipt stamp showing the date of delivery, otherwise the document shall not be considered to have been hand delivered. Notices shall be delivered to the following individuals or entities at the addresses (including e-mail):

To CITY: City Manager,
6130 Sunset Dr.
South Miami, FL 33143
Tel: (305) 668-2510
Fax: (305) 663-6345
E-mail: skamali@southmiamifl.gov

With copies to: City Attorney
6130 Sunset Dr.
South Miami, FL 33143
Tel: (305) 667-2564
Fax: (305) 341-0584
[E-mail: tpepe@southmiamifl.gov](mailto:tpepe@southmiamifl.gov)

To Contractor: T-Mobile USA, Inc.
12920 – S.E. 38th Street
Bellevue, WA 98006.6130

With copies to: Legal Department – Public Sector Sales
12920 – S.E. 38th Street
South Miami, FL 33143

12. Validity of Executed Copies: This Agreement may be executed in several counterparts, each of which may be construed as an original.

13. Attorneys' Fees and Costs: In the event of any litigation between the parties arising out of or relating in any way to this Agreement or a breach thereof, each party shall bear its own costs and legal fees. Nothing contained herein shall prevent or prohibit the right to be indemnified for any attorney fees incurred in the defense of an action by a person or entity who is not a party to this Agreement.

14. Indemnification: Notwithstanding anything contained in the Sourcewell Contract to the contrary, the City does not waive its sovereign immunity granted by Florida Statutes, Section 768.28, and the City's tort liability shall be limited to the waiver of sovereign immunity provided for in Section 768.28.

15. Severability: If any term or provision of this Agreement or the application
Thomas F. Pepe – 04-03-19

thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, and as the duly authorized act of the parties, the undersigned representatives of the parties hereto have caused this instrument to be signed in their respective names by their proper officials on or before the day and year first above written.

SPRINT SOLUTIONS INC., a wholly owned subsidiary of T-MOBILE USA, INC.:

By: _____

(type name and title of signatory above)

Legal Approved by:

T-Mobile USA, Inc. Legal Dept. _____
Date

ATTEST:

CITY OF SOUTH MIAMI

By: _____
Nkenga Payne, CMC
City Clerk

By: _____
Shari Kamali
City Manager

Read and Approved as to Form, Language, Legality and Execution Thereof.

By: _____
Thomas F. Pepe
City Attorney

**CONTRACT FOR WIRELESS VOICE & DATA SERVICES WITH
RELATED SOLUTIONS, EQUIPMENT, & ACCESSORIES**

ATTACHMENT A

RFP #080119 & ADDENDUMS

PROPOSAL OPENING RECORD, AUGUST 1, 2019

PROPOSAL EVALUATION

BOARD OF DIRECTORS RESOLUTIONS, JANUARY 15, 2019

SOURCEWELL CONTRACT #080119-SPT

SOURCEWELL ELIGIBLE MEMBER AGREEMENT



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

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

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

Solicitation Schedule

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

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

I. ABOUT SOURCEWELL AND MEMBERS

A. SOURCEWELL

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

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

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

B. MEMBERS AND USE OF RESULTING CONTRACTS

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

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

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

II. EQUIPMENT, PRODUCTS, AND SERVICES

A. SOLUTIONS-BASED SOLICITATION

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

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

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

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

1. Wireless Technology Infrastructure Consultative Services RFP#101718

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

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

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

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

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

C. REQUIREMENTS

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

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

D. ANTICIPATED CONTRACT TERM

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

E. ESTIMATED CONTRACT VALUE AND USAGE

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

F. MARKETING PLAN

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

Sourcewell RFP #080119

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

Page 5

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

G. ADDITIONAL CONSIDERATIONS

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

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

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

Sourcewell RFP #080119

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

Page 6

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

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

B. ADMINISTRATIVE FEES

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

IV. CONTRACT

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

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

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

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

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

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

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

C. ADDENDA

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

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

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

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

D. PROPOSAL SUBMISSION

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

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

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

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

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

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

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

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

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

F. PROPOSAL WITHDRAWAL

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

G. OPENING

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

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

VI. EVALUATION AND AWARD

A. EVALUATION

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

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

B. AWARD(S)

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

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

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

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

C. PROTESTS OF AWARDS

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

A protest must include the following items:

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

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

D. RIGHTS RESERVED

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

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;

Sourcewell RFP #080119

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

Page 11

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

E. DISPOSITION OF PROPOSALS

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

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

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



6/28/2019

Addendum No. 1

Solicitation Number: RFP#080119

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

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

Question 1:

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

Answer 1:

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

Question 2:

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

Answer 2:

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

Question 3:

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

Answer 3:

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

Question 4:

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

Answer 4:

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

Question 5:

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

Answer 5:

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

Question 6:

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

Answer 6:

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

Question 7:

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

Answer 7:

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

End of Addendum

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



7/9/2019

Addendum No. 2

Solicitation Number: RFP#080119

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

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

Question 1:

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

Answer 1:

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

End of Addendum

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

Proposal Opening Record

Date of opening: August 1, 2019

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

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

Responses were received from the following:

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

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

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

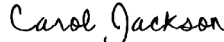
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Chris Robinson, Procurement Manager

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Carol Jackson, Procurement Analyst

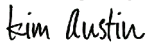
Proposal Evaluation

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



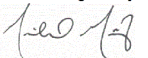
	Possible Points	AT&T	Sprint Solutions, Inc.
Conformance to Terms/ Conditions to Include Documentation	50	36	30
Pricing	400	295	300
Financial, Industry and Marketplace Successes	75	68	65
Bidder's Ability to Sell/ Service Contract Nationally	100	77	86
Bidder's Marketing Plan	50	41	40
Value Added Attributes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

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 Chris Robinson, JD, CPSM, Sourcewell

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 Kim Austin, CPPB, Sourcewell

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 Carol Jackson, Sourcewell

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 Michael Munoz, Sourcewell

REGULAR MEETING MINUTES OF THE SOURCEWELL BOARD OF DIRECTORS

Tuesday, January 15, 2019

Conference Room 3 & 4

202 12th St. NE, Staples, MN 56479

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

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

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

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

Mr. Carlson presented the monthly Financial Reports.

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

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

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

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

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

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

Motion carried.

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

Mr. Drange gave an update on Regional Programs.

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

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

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

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

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

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

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

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

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

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

Motion carried.

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

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

Motion carried.

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

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

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

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

APPENDIX A

**SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - JANUARY 2019**

CONSENT AGENDA ITEMS	Requesting Board permission to Solicit the following categories:
	Telecommunications Lifecycle & Mobility Management Solutions
	Wireless Data, Voice and Accessories
	Requesting Board permission to Re-Solicit the following categories:
	Rental Equipment for Construction & Related Maintenance or Facility Operations

NEW CONTRACT		
ActiveHealth Management	102518-AVE	"Population Health Management and Related Services"
Virgin Pulse	102518-VRG	"Population Health Management and Related Services"
NEW eziQC CONTRACTS		
Contractor Name	Contract Number	Trade
RAK Construction, Inc.	MN-CMA-GC01-120518-RAK	General Construction
Nor-Son, Inc.	MN-CMA-GC02-120518-NSI	General Construction
Solid Rock Construction	MN-CMA-GC03-120518-SRC	General Construction
Kraus-Anderson Construction Company	MN-CMA-GC04-120518-KRU	General Construction
Mid-Minnesota Hot Mix , Inc.	MN-CMA-P01-120518-MHM	Paving
Minnesota Exteriors, Inc.	MN-CMA-R01-120518-MNE	Roofing
McDowall Company	MN-CMA-R02-120518-MDC	Roofing
Nor-Son, Inc.	MN-IRA-GC01-120518-NSI	General Construction
Kraus-Anderson Construction Company	MN-IRA-GC02-120518-KRU	General Construction
Minnesota Exteriors, Inc.	MN-IRA-R01-120518-MEI	Roofing
McDowall Company	MN-IRA-R02-120518-MDC	Roofing
Innovative Builders of Alexandria, Inc.	MN-NCM-GC01-120518-IBA	General Construction
Nor-Son, Inc.	MN-NCM-GC02-120518-NSI	General Construction
Solid Rock Consturction	MN-NCM-GC03-120518-SCR	General Construction
Kraus-Anderson Construction Company	MN-NCM-GC04-120518-KRU	General Construction
Hy-Tec Construction of Brainerd, Inc.	MN-NCM-GC05-120518-HTC	General Construction
Anderson Brothers Construction Company	MN-NCM-P01-120518-ABC	Paving
Minnesota Exertiors, Inc.	MN-NCM-R01-120518-MEI	Roofing
McDowall Company	MN-NCM-R02-120518-MDC	Roofing
Innovative Builders of Alexandria, Inc.	MN-RRV-GC01-120518-IBA	General Construction
Nor-son, Inc.	MN-RRV-GC02-120518-NSI	General Construction
Kraus-Anderson Construction Company	MN-RRV-GC03-120518-KRU	General Construction
Minnesota Exteriors , Inc.	MN-RRV-R01-120518-MEI	Roofing
McDowall Company	MN-RRV-R02-120518-MDC	Roofing
Nor-Son, Inc.	MN-SEA-GC01-120518-NSI	General Construction
Solid Rock Constuction	MN-SEA-GC02-120518-SRC	General Construction
Kraus-Anderson Construction Company	MN-SEA-GC03-120518-KRU	General Construction
Minnesota Exteriors, Inc.	MN-SEA-R01-120518-MEI	Roofing
Nor-son, Inc.	MN-SWA-GC01-120518-NSI	General Construction
Kraus-Anderson Construction Company	MN-SWA-GC02-120518-KRU	General Construction
Minnesota Exteriors, Inc.	MN-SWA-R01-120518-MEI	Roofing
McDowall Company	MN-SWA-R02-120518-MDC	Roofing
RAK Construction, Inc	MN-TMA-GC01-120518-RAK	General Construction
Nor-Son, Inc.	MN-TMA-GC02-120518-NSI	General Construction
Solid Rock Construction	MN-TMA-GC03-120518-SRC	General Construction
LS Black Construction	MN-TMA-GC04-120518-LSB	General Construction

APPENDIX A Continued

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

Member Thomas moved the adoption of the following Resolution:

RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

Resolution No. 2020-03

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

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

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

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

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

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

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

and the following voted against: NONE

whereupon said resolution was declared duly passed and adopted.

ATTEST:



Clerk to the Board of Directors



Sourcewell Contract Number: 080119-SPT

CONTRACT

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 ("Sourcewell" or "GPO") and **Sprint Solutions, Inc.**, as contracting agent on behalf of the applicable Sprint affiliated entities providing the Products and Services, with principal offices located at 12502 Sunrise Valley Drive, Reston, Virginia 20196 ("Sprint" or "Vendor"). **Sprint Contract Number BSG1905-0394.**

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members.

Vendor desires to contract with Sourcewell to provide products and/or services to Sourcewell and its members.

1. DEFINITIONS.

A. Active Unit means an active piece of wireless Product.

B. Affiliate means a legal entity that directly or indirectly controls, is controlled by, or is under common control with the party. An entity is considered to control another entity if it owns, directly or indirectly, more than 50% of the total voting securities or other similar voting rights.

C. Confidential Information means information that the disclosing party would reasonably expect to remain non-public or protected based on applicable state and/or federal laws or regulations related to data classification and disclosure. The Parties acknowledge that all data received and maintained by Sourcewell are governed by the Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13), as set forth in Section 14 below.

D. Corporate-Liable means an Active Unit 1. activated by Member for Member's end use, 2. enrolled in a Business Plan, and 3. for which Member is financially liable.

E. Discloser means the party disclosing Confidential Information.

F. Member is defined in Section 6. The meaning of "Customer" and "Member" are interchangeable in the Contract when Member is purchasing or using Products or Services from Sprint. If Sourcewell purchases Products and Services under this Contract as a Member,

Sourcewell shall be deemed a Customer under this Contract.

G. Employee means a person in the service of the applicable party and from whom such party withholds FICA (Federal Insurance Contributions Act) contributions from such person's gross pay.

H. Employee-Liable/Individual-Liable means an Active Unit activated by an Employee and for which the Employee is financially responsible.

I. Product-specific Terms refers to separate descriptions, terms and conditions for certain non-regulated Products and Services, as posted at <http://www.sprint.com/ratesandconditions>, as reasonably amended from time to time by Sprint.

J. Recipient means the party receiving Confidential Information.

2. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below (the "Effective Date").

B. **TERM OF THE CONTRACT.** The term of the Contract is four (4) years ("Term"), beginning on the Effective Date and ending on December 31, 2023, unless it is terminated sooner pursuant to Section 26. This Contract may be extended up to two additional one-year periods upon request of Sourcewell and with written agreement by Vendor. Any such renewal period shall be deemed part of the Term of this Contract.

C. **SURVIVAL OF TERMS.** Sections 12 through 15, 17, 18, 20, 21, 26C, 26D, 26E, 27B, and 28 survive the expiration or cancellation of this Contract.

3. PRODUCTS OR SERVICES

Vendor will provide the Products or Services pursuant to the terms and conditions of this Contract. The term "Product(s)" means equipment, devices, software, hardware, cabling or other materials sold or leased to Member by or through Sprint under this Contract as a separate item from or bundled with a Service. The term "Service(s)" means wireline and wireless business communications services, including basic or telecommunications services, information or other enhanced services, and professional services provided to Member by or through Sprint under this Contract, excluding Products.

All Products provided under this Contract must be new/current model; provided, however, that Vendor may offer close-out or refurbished Products if they are clearly indicated in Vendor's Product and pricing list. Unless agreed to by the Member in advance, Products must be delivered as operational to the Member's site.

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

4. PRICING

All Products or Services under this Contract will be priced as stated in **Attachment A**, ("Wireless Services Pricing & Policies").

A. RATES AND DISCOUNTS.

1. **Services Pricing.** Members will receive the discounts ("Discounts") and rates on Services as set forth in this pricing Section and any attachments to this Contract.
2. **Fixed Rates.** Fixed rates and percentage Discounts will remain fixed for the Term. Rates, discounts and pricing not fixed in the pricing Attachment A will be based on the then-current list price at the time of purchase or lease, as applicable. If pricing in this Contract is stated only as a percentage discount off a rate or price appearing in a referenced price list, the percentage discount is fixed for the Term, but Sprint may modify the underlying rate or list price to which the percentage discount is applied on no less than one day's notice.
3. Sprint will offer the Products and Services to Members pursuant to the terms and conditions set forth in Attachment B, (the "Member Enrollment Agreement"). Members may participate in this Contract by ordering Products and Services pursuant to Sprint's standard ordering procedures (or in compliance with Section 7 below), subject to Sprint's acceptance, which includes signing the applicable Member Enrollment Agreement.
4. **Credit Approval.** Sourcewell acknowledges that Sprint is not obligated to provide Products and/or Services to a Member that does not at any time satisfy Sprint's credit criteria.

B. SHIPPING AND SHIPPING COSTS. All delivered Products must be properly packaged. Damaged Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Products to be returned within time period stated in Vendor's return policy (www.sprint.com/business/support/ratesWelcome.html) at no cost to Sourcewell or its Members. Members reserve the right to inspect the Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Products at the time of delivery, subject to Vendor's return policy. Vendor must arrange for and pay for the return shipment on Products that arrive in a defective or inoperable condition.

C. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

D. **HOT LIST PRICING.** At any time during this Contract, Vendor may offer a specific selection of Products or Services at discounts greater than those listed in the Contract (“Hot List Pricing”). When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Products or Services may be added or removed from the Hot List at any time by Vendor through a Sourcwell Price and Product Change Request Form as described in Section 5 below.

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

5. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Product and/or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

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

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

6. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. MEMBERSHIP.

The benefits of this Contract are available to Sourcwell members that meet all of the following requirements: 1. is located in the United States and identified on Sourcwell’s website [<https://www.sourcwell-mn.gov/sourcwell-for-vendors/member-locator>] as a member of

Sourcwell; 2. is one of the following types of entities: state and local governmental entities; higher education entities; K-12 education entities; a 501(c)(3) organization exempt from federal income tax under section 501(c)(3) of Title 26 of the United States Code; tribal government (except for casinos) entities; or public healthcare and other public entities located in the United States; and 3. if applicable, is in good standing with the Secretary of State of its state of incorporation, formation or organization (collectively, "Members").

Members eligible to use this Contract shall have the right to purchase or lease Products and Services in accordance with this Contract. Sourcwell will maintain a current list of members (the "Membership Roster") on its website during the Term of this Contract. The Membership Roster may be amended by Sourcwell from time to time. Sprint may stop providing the pricing set forth herein to entities removed from the Membership Roster within thirty (30) days following the applicable date of removal from the Membership Roster.

Members currently under contract with Sprint for like Products and/or Services may request that Sprint permit Member to terminate its existing contract without liability and instead participate in the group purchasing arrangement set forth in this Contract. Sprint will consider these requests on an individual case basis, provided that the Member is in good standing. Sprint is not required to give such consent.

A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like products or services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcwell membership requirements and documentation. Sourcwell reserves the right to add and remove Members to its roster during the term of this Contract.

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

C. SURVIVORSHIP OF MEMBER. In the event the term of a Member Enrollment Agreement extends beyond the termination or expiration date of this Contract, the Member Enrollment Agreement's terms and conditions shall continue to apply until such time as the Member Enrollment Agreement expires or is terminated in accordance with its terms.

7. MEMBER ORDERING AND PURCHASE ORDERS

A. PURCHASE ORDERS AND PAYMENT. Order flow and procedures will be in accordance with this Contract and any other procedures mutually agreed to in writing by Member and Vendor. Typically a Member will issue a Purchase Order (as defined below in this Section) directly to Vendor. Members may use their own forms for Purchase Orders, but it should clearly note the applicable Sourcewell contract number. Vendor may accept an Order by 1. signing and returning a copy of the Order to Member; 2. delivering any of the Products or Services ordered; 3. informing Member of the commencement of performance; or 4. returning an acknowledgment of the Order to Member. The terms and conditions in any Member-generated Order template will have no force or effect other than to denote quantity, the Products or Services purchased or leased, delivery destinations, requested delivery dates and any other information required by this Contract. Member may cancel an Order at any time before Vendor ships the Order or begins performance, but Member will pay any actual costs incurred by Vendor due to Member's cancellation. Vendor may reject or cancel an Order for any reason. Vendor will notify Member of rejected or canceled Orders. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

The term "Order" or "Purchase Order" means a written, electronic or verbal order, or purchase order, submitted or confirmed by Member and accepted by Sprint, which identifies specific Products and Services, and the quantity ordered. Verbal Orders are deemed confirmed upon Member's written acknowledgement, or use, of Products or Services.

B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a Purchase Order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

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

D. TERMINATION OF PURCHASE ORDERS. Members may terminate a Purchase Order in accordance with the terms and conditions of such Members' Member Enrollment Agreement, found in Attachment B, which is attached and incorporated into this Contract.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member's Purchase Order will be determined by the terms and conditions of the Member Enrollment Agreement in Attachment B.

8. CUSTOMER SERVICE

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

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

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

9. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Forty-five (45) calendar days after each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report will contain the following fields, when reasonably available or applicable:

- Member Customer Name (e.g., City of Staples Highway Department);
- Member Customer Physical Street Address;
- Member Customer City;
- Member Customer State;
- Member Customer Zip Code;
- Sourcwell Assigned Entity/Member Number;
- Item Purchased Description (Item Purchased Description includes Corporate-Liable equipment);
- Item Purchase Price (Members);
- Sourcwell Administrative Fee applied;

- Billing Cycle Month;
- Total Member spend for Corporate Liable; and
- Total aggregate spend of Individual-Liable Employees of the Members by the following verticals – public healthcare, k-12 education, higher Education, local and state governments, non-profit, and other public entities.

The foregoing is Sprint's Confidential Information but Sourcewell may disclose if required by law, consistent with Section 14, Government Data Practices, and Section 28, Confidentially Information.

Sprint will work with Sourcewell to provide applicable / acceptable reporting template to provide equipment and service information for Active Units for Members. Sourcewell will not receive any Customer Proprietary Network Information (CPNI) or other information relating to a Member Corporate-Liable Active Unit or an Individual-Liable Active Unit.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee ("Administrative Fee") equal to one percent of the total monthly recurring charges for Corporate-Liable Active Units and Individual-Liable Active Units that are newly activated on the Nationwide Sprint Network in connection with this Contract ("Eligible MRCs").

Eligible MRCs do not include existing Corporate-Liable and Individual-Liable that are not on the Sourcewell's account hierarchy as of this Contract nor does it include Corporate-Liable Active Units and Individual-Liable Active Units that migrate to Sourcewell's account hierarchy after effective date of this Contract. Additional charges, including but not limited to, taxes or regulatory charges will not be included in the Administrative Fee calculation. Eligible MRCs will be considered after all discounts are taken into account and the Administrative Fee will not be paid on MRCs or other charges which are not actually invoiced or paid.

Notwithstanding the above, during the 180 days following the Effective Date of this Contract ("Transfer Period"), Vendor will be permitted to transfer/migrate existing Corporate-Liable Active Units of Service on Sprint Networks from other agreements with Vendor ("Transfers") to this Contract. Vendor will pay an Administrative Fee for Transfers equal to one-quarter percent (.25%) ("Transfer Administrative Fee"). This does not preclude transfers after Transfer Period, however no Transfer Administration Fee will be paid by Vendor on transfers occurring after the Transfer Period.

Notwithstanding the immediately preceding paragraph, Transfers must satisfy any and all unfulfilled obligations under their existing agreement with Vendor (e.g., minimum service terms, early termination fees, as applicable) prior to transferring to this Contract, unless Sprint agrees otherwise in writing.

At the conclusion of the Transfer Period, Vendor will have 60 days to validate the Corporate-Liable Active Units that transferred to this Contract during the Transfer Period.

The Vendor will submit a check payable to Sourcewell for the Administrative Fee described above. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the following address, "Attn: Accounts Receivable": 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479. Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Sourcewell is solely responsible for the payment of any taxes or assessments in connection with its receipt of Administrative Fee payments hereunder.

The Administrative Fee will be calculated for each calendar quarter, based on Eligible MRCs invoiced by Vendor during such calendar quarter. Sprint will not include Eligible MRCs from Corporate-Liable Active Units and Individual-Liable Active Unit whose accounts are in default for non-payment; however, will pay the Administrative Fee to Sourcewell after the Member's account is no longer in default. If Sprint incorrectly pays Administrative Fees to Sourcewell, then Sprint shall be permitted to either reduce any future Administrative Fee payments by the incorrect amount or to request a refund of the incorrect amount. Sprint will not pay an Administrative Fee to Sourcewell on any monthly recurring charges: (1) for Corporate-Liable Active Units and Individual-Liable Active Units charges after the Contract has expired; (2) for Corporate-Liable Active Units and Individual-Liable Active Units charges after the Contract has been terminated (before expiration) by either party; (3) for Corporate-Liable Active Units after expiration or termination of the applicable Member Enrollment Agreement, (4) for such units related to an agreement other than this Contract; or (5) with respect to any period of time during which Sourcewell is not in compliance with the terms and conditions of the Contract, including but not limited to, the marketing requirements set forth in the Contract (or otherwise agreed to by the parties) and in compliance with the Active Unit Commitment, if any.

10. AUTHORIZED REPRESENTATIVE AND NOTICE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

In the case of a dispute, notices also must be sent to:

<p>Sprint: Attn: Legal Dept. – Public Sector 12502 Sunrise Valley Drive MS: VARESA0208 Reston, VA 20196 Fax: (703) 433-8798</p> <p>and</p> <p>Attn: VP Legal Dept.–Sales & Distribution Mailstop: KSOPHT0101-Z2525 6391 Sprint Parkway Overland Park, KS 66251-2525</p>	<p>GPO: Attn: General Counsel Sourcewell 202 12th Street NE P.O. Box 219 Staples, MN 56479</p>
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11. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

- A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior written consent of both parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.
- B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.
- C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.
- D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

12. INDEMNIFICATION AND LIMITATION OF LIABILITY

- A. **VENDOR INDEMNIFICATION.** Vendor will indemnify and defend Sourcewell, its directors, officers, employees, agents and their successors against all third party claims for damages, losses, liabilities or expenses, including reasonable outside attorney’s fees (collectively, “Claims”),

arising directly from the performance of this Contract and relating to personal injury, death, or damage to tangible personal property that is alleged to have resulted, in whole or in part, from the negligence or willful misconduct of the indemnifying party or its subcontractors, directors, officers, employees or authorized agents.

B. INDEMNIFICATION PROCEDURES. The following procedures will apply to any indemnification obligation under this Section: (a) the party seeking indemnification will promptly notify the indemnifying party in writing of any claim or suit; (b) the indemnifying party will have sole control of the defense or settlement; provided, however, that the indemnifying party will not enter into any settlement that obligates the party seeking indemnification to make an admission of guilt or incur any expense for which the party seeking indemnification is not indemnified, without such party's prior written consent, which will not be unreasonably withheld; (c) the party seeking indemnification will have the right to be represented separately by counsel of its own choosing, at its own expense, in connection with any claim or suit; and (d) the party seeking indemnification will provide reasonable cooperation to the indemnifying party at the indemnifying party's expense; (e) in the event an indemnified party does not provide prompt notice to the indemnifying party, indemnification will be withheld only to the extent the indemnifying party was adversely prejudiced by such delay in notice; and (f) the indemnifying party must hire qualified and competent counsel.

C. DAMAGE LIMITATIONS. Each party's maximum liability for damages caused by its failure(s) to perform its obligations under this Contract is limited to: proven direct damages for all claims arising out of this Contract not to exceed the total net payments of Administrative Fees paid under any twenty-four (24) month period during the Term. The parties' indemnification obligations under the Contract are excluded from this provision.

D. EXCLUSIVE REMEDIES. The provisions of this Section state the entire liability and obligations of the indemnifying party and any of its Affiliates or licensors, and the exclusive remedy of the indemnified party, with respect to any of the Claims identified in this Section.

E. NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT. CONSEQUENTIAL, INCIDENTAL, AND INDIRECT DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.

13. AUDITS

A. SOURCEWELL AUDIT RIGHTS. Sprint shall maintain in accordance with applicable law and generally accepted commercial standards all relevant records relating to this Contract for a period of six (6) years following the date of acceptance of final payment under the Contract. Upon reasonable prior written notice, Sprint shall make records relating to the Contract available to Sourcewell at Sprint's business offices during normal business hours for inspection,

examination or audit. Further, due to the highly sensitive and proprietary nature of Sprint's records, any third-party auditor acting on behalf of Sourcewell shall be subject to prior approval by Sprint and may be required at Sprint's sole discretion to execute Sprint's standard Non-Disclosure Agreement prior to examining, inspecting, copying or auditing Sprint's records.

B. SPRINT AUDIT RIGHTS.

1. Regarding Member. Sprint reserves the right to audit Members on the Membership Roster from time to time to verify that each Member meets the Member definition above. Upon review of a Member, Sprint may require additional verification from a Member or Sourcewell regarding the status of the Member. Upon a determination the customer does not meet the requirements of a Member, Sprint may cease applying the Corporate-Liable Service Pricing Discount.

2. Regarding Employees of Member. Sprint reserves the right to audit Employees from time to time who qualify as an Individual-Liable under this Contract by verifying Employee's employment with the Member. Upon the Employee's termination of employment with Member, Sprint may cease applying the Individual-Liable Service Pricing Discount.

14. GOVERNMENT DATA PRACTICES

If applicable, Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by Sourcewell to the Vendor or all data provided to Sourcewell by the Vendor under this Contract. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13.

In the event the Vendor receives a request from a third party to release the data referred to in this Section, the Vendor must promptly notify Sourcewell, and Sourcewell will give the Vendor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minnesota Statutes Section 13.08, apply to the release of the data by either the Vendor or Sourcewell. Vendor shall not be held responsible for the release of the data by Sourcewell or the Member end-user or as directed by a Member.

15. INTELLECTUAL PROPERTY

Vendor will indemnify and defend Sourcewell, Sourcewell's directors, officers, employees, agents and their successors against Claims (as defined in Section 12 above) enforceable in the United States alleging that Services as provided infringe any third-party United States patent or copyright or contain misappropriated third party trade secrets. Vendor's obligations under this Section will not apply to the extent that the infringement or violation is caused by (A) functional or other

specifications that were provided or requested by Sourcewell, or (B) Sourcewell's continued use of infringing Services after Vendor provides reasonable notice to Sourcewell of the infringement. For any Claim that Vendor receives, or to minimize the potential for a Claim, Vendor may, at its option, either: 1. procure, at Vendor's expense, the right for Sourcewell to continue using the Services; 2. modify the Services or replace the Services with comparable Services, each at Vendor's expense; or 3. terminate the Services.

16. MISCELLANEOUS

A. INDEPENDENT CONTRACTORS. The Parties' relationship hereunder is that of independent contractors. This Contract does not create any employment, agency, franchise, joint venture, partnership or other similar legal relationship between Sprint and Sourcewell. Neither party has the authority to bind or act on behalf of the other party except as otherwise specifically stated herein.

B. THIRD PARTY BENEFICIARIES. This Contract is not intended to and does not create any third party beneficiaries (other than Members to the extent expressly and specifically provided herein) to the rights and obligations as set forth herein, nor shall any third party beneficiaries be interred by operation or otherwise.

C. URLS AND SUCCESSOR URLS. References to Uniform Resource Locators (URLs) in this Contract include any successor URLs designated by Sprint.

17. PUBLICITY, MARKETING, AND ENDORSEMENT

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

B. MARKETING. Any direct advertising, marketing, or offers by Sprint to Members must be approved by Sourcewell in writing. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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

D. USE OF NAME, SERVICE MARKS, TRADEMARKS. Neither party will use the name, service marks, trademarks, or carrier identification code of the other party or any of its Affiliates for any purpose without the other party's prior written consent. Notwithstanding the foregoing and subject to

Sourcewell's written consent with respect to each use, Sprint may use the Sourcewell's name and contact information as a customer reference and may illustrate in a press release, advertising or written or video testimonial the applications and corresponding business benefit of the solution delivered by Sprint.

E. **MARKETING REQUIREMENTS.** In support of Sprint's efforts to market Sprint's Products and Services to Members, Sourcewell agrees to perform the following marketing activities to current, new, and prospective Members:

- 1) Provide its Members with a packet of promotional information describing Sprint's Products and Services and available discount opportunities. The packet will contain specific call to actions to purchase Sprint Products and Services.
 - a) Sourcewell to provide Sprint promotional packet information at time of enrollment for all new Members; at a minimum, packet will include HTML copy of current offer, a call to action email and a link to Sprint landing page.
 - b) Sourcewell to provide Sprint with template for promotional messaging and approval.
- 2) Distribute to its Members Sprint-approved promotional information via websites, landing pages, direct mail, email and/or flyers. The parties will mutually agree on the best marketing tactics to execute, but at a minimum will include:
 - a) Website - Sourcewell is required to highlight Sprint program and benefits via Sourcewell website. Any and all promotional materials and messaging must be approved by Sprint; at a minimum messaging to include copy of current offer and link to dedicated Sprint landing page.
 - b) Launch Email – Sourcewell will announce Sprint program via an email to all Members upon official launch of program and inclusion of Sprint into Sourcewell perks program. Content of email should highlight the Sprint offer, a call to action with link to Sprint landing page.
 - c) Regular Email Cadence – Sourcewell will email Members on a bi-monthly basis highlighting Sprint program and promotional offers including applicable call to actions to facilitate Members acquiring Sprint services.
 - d) Sourcewell to provide Sprint with template for populating email content and approval.
- 3) As applicable, promote Sprint Products and Services via available social media (i.e. Facebook, Twitter) mediums;
 - a) Sourcewell will promote Sprint Product and Services via available social media platforms on a quarterly basis.
 - b) Sourcewell to provide template to populate content, messaging, and approval.

- 4) Sourcewell agrees to post on-line for its members access copies of all Member applicable Attachments, (e.g. Attachment A-Wireless Services Pricing & Policies), as may be amended from time to time, incorporated in the Member Enrollment Agreement.

18. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

19. FORCE MAJEURE

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

20. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

21. DISPUTE RESOLUTION

During the Term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

A. NOTIFICATION. The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

B. ESCALATION. If parties are unable to resolve the issue in a timely manner (but in no event longer than twenty (20) calendar days), as specified above, the parties will escalate the dispute to a higher level of management (at least VP-level). The parties then will have thirty (30) calendar days to resolve the outstanding dispute.

In the event the parties cannot resolve the dispute within the 30 calendar day period described above, each party may pursue any and all legal or equitable remedies available to it with respect to such dispute.

22. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

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

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

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

Minimum Limits:
\$2,000,000 per claim or event
\$2,000,000 – annual aggregate

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

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach of this Contract.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, or non-renewal without thirty (30) days’ prior written notice to the Vendor.

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE

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

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

23. COMPLIANCE

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

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

24. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must provide reasonably prompt notification to Sourcewell in writing.

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

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

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

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

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** Not-applicable
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C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Not-applicable

D. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** Not-applicable

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

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

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

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

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

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

J. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

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

26. TERMINATION

A. **TERMINATION FOR CAUSE.** Either party may terminate this Contract in the event that (i) the other party commits a material breach of its obligations, representations or warranties hereunder, and (ii) such breaching party fails to cure such breach within twenty (20) business days after the breaching party receives written notice of such breach from the non-breaching party.

B. **TERMINATION FOR CONVENIENCE.** Sourcewell or Vendor may cancel or terminate this Contract at any time, without cause, upon sixty (60) days' written notice to the other party.

C. Termination of this Contract does not relieve either party of financial, Product, or Service obligations incurred or accrued prior to termination.

D. **MEMBER ENROLLMENT AGREEMENTS.** If Sourcewell or Vendor terminates this Contract under this Section, the termination or survival of existing Member Enrollment Agreements shall be determined in accordance with the Term section of the applicable Eligible Member Enrollment Agreement.

E. **SPRINT RIGHT TO SUSPEND OR TERMINATE MEMBER.** Sprint and Member's rights to terminate an individual Member Enrollment Agreement is articulated in the terms and conditions provided in the Eligible Member's Enrollment Agreement.

27. INCORPORATION; ORDER OF PRECEDENCE

A. **INCORPORATION.** The following attachments are incorporated into this Contract:

Attachment A (Wireless Services Pricing & Policies)

- Attachment A-1 (Wireless Services Pricing & Policies - Eligible Members)
- Attachment A-2 (Wireless Machine-to-Machine Services Pricing & Policies)

Attachment B (Sourcewell Eligible Member Enrollment Agreement)

Attachment C (Vendor's Response to RFP #08011 ("Vendor's Proposal"))

B. ORDER OF PRECEDENCE. In the event of a conflict within the documents that form the Contract, the following order of precedence will apply: 1. the terms and conditions of the main body of this Contract; 2. Attachments A and B; and 3. Vendor's Proposal.

28. CONFIDENTIAL INFORMATION

A. NON-DISCLOSURE. Neither party will disclose the other party's Confidential Information to any third party, except as expressly permitted in this Contract. This obligation will continue until 2 years after this Contract terminates or expires. The Recipient shall take all reasonable measures to avoid unauthorized or improper dissemination or use of the Discloser's Confidential Information, including, at a minimum those measures that it takes to protect its own Confidential Information of a similar nature (provided that such measures are consistent with at least a reasonable degree of care). Recipient may disclose Confidential Information to its Affiliates, agents and consultants with a need to know, if they are not competitors of the Discloser and are subject to a confidentiality agreement at least as protective of the Discloser's rights as this provision. The parties will use Confidential Information only for the purpose of performing under this Contract. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that: (A) is in the possession of the Recipient at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (B) is or becomes publicly known, through no wrongful act or omission of the Recipient; (C) is received without restriction from a third party free to disclose it without obligation to the Discloser; (D) is developed independently by the Recipient without reference to the Confidential Information; (E) is required to be disclosed by law, regulation, or court or governmental order; or (F) is disclosed with the prior written consent of the Discloser.

B. INJUNCTION. The parties acknowledge that the Recipient's unauthorized disclosure or use of Confidential Information may result in irreparable harm. If there is a breach or threatened breach of this Contract, the Discloser may seek a temporary restraining order and injunction to protect its Confidential Information. This provision does not limit any other remedies available to either party. The party who has breached or threatened to breach its nondisclosure obligations under this Contract will not raise the defense of an adequate remedy at law.

C. PRIVACY. Sprint's privacy policy, as amended from time to time, is available at www.sprint.com/legal/privacy.html. The privacy policy includes information about Sprint's customer information practices and applies to the provisioning of the Products and Services.

Sourcewell

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

Title: Director of Operations & Procurement/CPO

Date: 12/31/2019 | 9:53 AM CST

Approved:

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

Title: Executive Director/CEO
Date: 12/31/2019 | 10:27 AM CST

Sprint Solutions, Inc.

DocuSigned by:
By: Kimberly Green-Kerr
C4EC74C26CED4CD...
Kimberly Green-Kerr

Title: Senior Vice President, Sprint Business Solutions

Date: 12/23/2019 | 1:22 PM PST

**Approved by Public Sector Legal as to
Legal Form
DV 12/23/19**



ATTACHMENT A

WIRELESS SERVICES PRICING & POLICIES

Attachment A-1: Wireless Services Pricing & Policies - Eligible Members

Attachment A-2: Wireless Machine-to-Machine Services Pricing & Policies

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ATTACHMENT A-1 WIRELESS SERVICES PRICING & POLICIES – Eligible Members**1. PROVISION OF SPRINT PRODUCTS AND SERVICES**

- 1.1. Wireless Devices.** To access Sprint wireless Services, Customer may utilize wireless devices purchased from Sprint, wireless devices leased from Sprint, wireless devices obtained from Sprint as part of a Product or Service bundle, or wireless devices provided by Customer.
- A. Purchased Devices.** If Customer purchases wireless devices from Sprint, Customer may pay (1) full Suggested Retail Price (“SRP”), (2) a discounted device price in exchange for Customer keeping the device active for a minimum period of time (“Subsidized Devices”), or (3) SRP for the cost of the device through monthly installments (“Monthly Installments”). To pay for wireless devices via Monthly Installments, Customer must sign a separate Installment Agreement with Sprint.
- B. Leased Devices.** If Customer leases wireless devices from Sprint, Customer must enter into a separate Business Lease Agreement with Sprint and title to the devices will remain with Sprint unless Customer exercises the purchase option set forth in the Business Lease Agreement.
- C. Unsubsidized Devices.** All wireless devices that are not Subsidized Devices are considered “Unsubsidized” devices.
- D. SIM Cards.** For International M2M Services, Customer must purchase SIM Cards from a Sprint-authorized third party.
- 1.2. M2M Services.** References in this Attachment to “International M2M Services,” “M2M Devices,” “Sprint M2M Networks,” “M2M Services,” an “International M2M Network,” the “Orange M2M Portal,” and the “Machine-to-Machine Services Product Annex” apply only if Customer is purchasing M2M Services from Sprint.

- 2. SPRINT VOICE AND DATA RATE PLANS FOR BUSINESS.** Customer may select from the Sprint voice and data Business Plans listed in this Attachment or other Sprint Business Plans, promotions, or trial offers that Sprint may offer on a limited time basis.

2.1. Sprint Business Share Plus Plans.**A. Sprint Business Share Plus Plans for Handset, Tablet, and Mobile Broadband**

Shareable Data Plan Allowance Per Line in Gigabytes (“GB”)	Customer Line ¹ MRC	Eligible Devices	Additional MRC per Customer Line for Subsidized Devices
1 GB	\$15	Feature Phone, Tablet, Mobile Broadband	\$5 for Feature Phones Not applicable for Tablet or Mobile Broadband
3 GB	\$20	Smartphone, Feature Phone, Tablet, Mobile Broadband	\$5 for Feature Phones \$25 for Smartphones Not applicable for Tablet or Mobile Broadband
5 GB	\$30	Smartphone, Feature Phone, Tablet, Mobile Broadband	\$5 for Feature Phones \$25 for Smartphones Not applicable for Tablet or Mobile Broadband

¹A “Customer Line” is the same as a “Corporate-Liable Active Unit,” as defined in the Wireless Services Product Annex.

- (1) Smartphone and feature phone devices utilizing the Sprint Business Share Plus plans above for Handsets receive unlimited Domestic voice and text; provided that Roaming is limited to 800 minutes or a majority of minutes for voice Services. In addition, the Sprint Business Share Plus plans above for Handsets include unlimited international text for text messages sent to, or received from, over 180 countries while the phone is located in the United States (subject to phone capability). Additional charges apply for text messages sent or received while Roaming internationally. More information is available at sprint.com/international.
- (2) The data allowance includes any Sprint Mobile Hotspot usage for Sprint Mobile Hotspot capable devices.
- (3) Customer Lines activated on Sprint Business Share Plus plans are subject to a data Roaming limit of 100 MBs or a majority of kilobytes (“KBs”) per line. Data Roaming limits are not sharable with other lines. This Roaming limitation includes Sprint Mobile Hotspot usage. Sprint will bill Customer \$0.25/MB for any data Roaming usage above the data Roaming limit. Additional charges for both the rate plan’s data allowance and the data Roaming limit may occur.
- (4) Shareable data usage will be aggregated among devices on the Sprint Business Share Plus plans for Handset, Tablet, and Mobile Broadband set forth in the table above if such devices are activated and maintained under the same billing account number. Aggregated data is consumed on a first come first served basis until the allowance is exhausted. Additional data usage after the aggregated allowance is exhausted will be billed at \$0.005/megabyte (“MB”) (\$5/GB). Data is not shareable with Sprint Business Share Plus for Machine-to-Machine rate plans.
 - (a) Customer may not exceed 10,000 Customer Lines obtained through any combination of Installment Agreements and Business Lease Agreements per BAN. Subsidized Devices, wireless devices purchased in one payment at full SRP, and wireless devices provided by Customer are not subject to a limit.
- (5) The data usage limitations and restrictions set forth in the Wireless Services Product Annex apply to the Sprint Business Share Plus Plans.
- (6) Sprint Business Share Plus Plans are not eligible for the Corporate Service Pricing Discount.

B. Sprint Business Share Plus for Machine-to-Machine

- (1) Sprint Business Share Plus for Machine-to-Machine rate plans are only available when Customer selects a pricing plan from the table below in conjunction with the purchase of an eligible business application (a “Solution”) sold by Sprint. See your account representative for information about qualifying Solutions.

Shareable Data Plan Allowance Per Line in Megabytes (“MB”)	10 MB	40 MB	100 MB
Customer Line MRC	\$3	\$5	\$8

- (2) Third party, non-Sprint branded M2M Devices that have been approved by Sprint for use on the Sprint M2M Networks may be activated on any of the Sprint Business Share Plus rate plans set forth in the table above. In addition, Sprint-branded devices purchased from Sprint for use with M2M Services (“Sprint M2M Devices”) may be available for use with the Sprint Business Share Plus rate plans in the table above. Sprint reserves the right to limit the Sprint M2M Devices that can be used with the Sprint Business Share Plus rate plans.
- (3) Customer Lines activated on Sprint Business Share Plus rate plans in the table above are subject to a data Roaming limit of a majority of kilobytes (“KBs”) per Customer Line. If Customer’s data usage in a given month exceeds the data Roaming limit, Sprint will bill Customer \$0.50/MB for additional Roaming usage. Data Roaming limits are not sharable with other lines. Additional charges for both the rate plan’s data allowance and the data Roaming limit may occur.
- (4) Shareable data will be aggregated among devices on the Sprint Business Share Plus plans for Machine-to-Machine set forth in the table above if such devices are activated and maintained under the same billing account number. Aggregated data is consumed on a first come first served basis until the allowance is exhausted. Additional data usage after the aggregated allowance is exhausted will be billed at \$0.50/MB. Data is not shareable with Sprint Business Share Plus for Handset, Tablet, and Mobile Broadband service plans.
- (5) Sprint may charge Customer a reactivation charge of up to \$15 per line when Sprint reactivates service to a previously terminated Customer Line with M2M Services.

- (6) The data usage limitations and restrictions set forth in the Wireless Services Product Annex will apply to the Sprint Business Share Plus for Machine-to-Machine rate plans
- (7) Sprint Business Share Plus Plans for Machine to Machine are not eligible for the Corporate Service Pricing Discount.

2.2. Sprint Public Sector All-In Smartphone – Green Plan

Net MRC ¹	\$39.99 NET MRC ¹
Anytime Minutes	Unlimited
Messages	Unlimited
Sprint Data Access	Unlimited*
Data Roaming	Included ²

1

MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

- A. The Green Plan includes unlimited Domestic voice and text, provided that Roaming is limited to 800 minutes or a majority of minutes for voice Services.
- B. Sprint reserves the right, without notice or limitation, to limit throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend wireless Service if a wireless Product engages in any of the prohibited data uses detailed below or if Sprint, in its sole discretion, determines action is necessary to protect the Sprint Networks or Sprint 4G Network from harm or degradation. Sprint wireless data Services are provided solely for purposes of web surfing, sending and receiving email, photographs and other similar messaging activities, and the non-continuous streaming of videos, downloading of files or on-line gaming. Sprint wireless data Services may not be used: (a) to generate excessive amounts of Internet traffic through continuous, unattended streaming, downloading or uploading of videos or other files or to operate hosting services including, but not limited to, web, video surveillance, or gaming hosting; (b) to maintain continuous active network connections to the Internet such as through a web camera or machine-to-machine connections that do not involve active participation by a person; (c) to disrupt email use by others using automated or manual routines, including, but not limited to, "auto-responders" or cancel bots or other similar routines; (d) to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail", unsolicited commercial or bulk email, or fax; (e) for activities adversely affecting the ability of other people or systems to use either Sprint's Wireless Services or other parties' Internet-based resources, including, but not limited to, "denial of service" (DoS) attacks against another network host or individual user; (f) for an activity that connects any device to personal computers (including, but not limited to, laptops), or other equipment for the purpose of transmitting wireless data over the Sprint Networks or Sprint 4G Network (unless Customer is using a plan designated for such usage); (g) by a device in excess of: (i) the total data usage allowed by Customer's plan, (ii) 100 MB/month while Roaming in total, or (iii) a majority of kilobytes while Roaming; provided that Customer's devices on "unlimited" Business Plans will not be subject to the Data Services limitation but are subject to the Roaming limitations; or (h) for any other reason that, in Sprint's sole discretion, violates Sprint's policy of providing Service for individual use.

2.3. Sprint Public Sector All In Smartphone – Red Plus Hotspot

Net MRC	\$44.99 NET MRC ¹
Anytime Minutes	Unlimited
Messages	Unlimited
Sprint Data Access	Unlimited
Data Roaming	Included
10 GB of Hotspot	Included ²

¹ MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

² Once each of Customer's individual devices exceeds the plan's Hotspot limitation, Sprint will throttle Hotspot data speeds to 128kb for remainder of the billing cycle with no additional charges.

- A. Sprint reserves the right, without notice or limitation, to limit throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend wireless Service if a wireless Product engages in any

of the prohibited data uses detailed below or if Sprint, in its sole discretion, determines action is necessary to protect the Sprint Networks or Sprint 4G Network from harm or degradation. Sprint wireless data Services are provided solely for purposes of web surfing, sending and receiving email, photographs and other similar messaging activities, and the non-continuous streaming of videos, downloading of files or on-line gaming. Sprint wireless data Services may not be used: (a) to generate excessive amounts of Internet traffic through continuous, unattended streaming, downloading or uploading of videos or other files or to operate hosting services including, but not limited to, web, video surveillance, or gaming hosting; (b) to maintain continuous active network connections to the Internet such as through a web camera or machine-to-machine connections that do not involve active participation by a person; (c) to disrupt email use by others using automated or manual routines, including, but not limited to, “auto-responders” or cancel bots or other similar routines; (d) to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, “junk mail”, unsolicited commercial or bulk email, or fax; (e) for activities adversely affecting the ability of other people or systems to use either Sprint’s Wireless Services or other parties’ Internet-based resources, including, but not limited to, “denial of service” (DoS) attacks against another network host or individual user; (f) for an activity that connects any device to personal computers (including, but not limited to, laptops), or other equipment for the purpose of transmitting wireless data over the Sprint Networks or Sprint 4G Network (unless Customer is using a plan designated for such usage); (g) by a device in excess of: (i) the total data usage allowed by Customer’s plan, (ii) 100 MB/month while Roaming in total, or (iii) a majority of kilobytes while Roaming; provided that Customer’s devices on “unlimited” Business Plans will not be subject to the Data Services limitation but are subject to the Roaming limitations; or (h) for any other reason that, in Sprint’s sole discretion, violates Sprint’s policy of providing Service for individual use.

2.4. Sprint Public Sector All In Smartphone – Blue Plus Hotspot

Net MRC	\$47.99 NET MRC¹
Anytime Minutes	Unlimited
Messages	Unlimited
Sprint Data Access	Unlimited
Data Roaming	Included
10 GB of Hotspot	Included ²

¹MRC is net of all discounts. Customer’s Service Pricing Discount is not applicable.

²Once each of Customer’s individual devices exceeds the plan’s Hotspot limitation, Sprint will throttle Hotspot data speeds to 128kb for remainder of the billing cycle with no additional charges.

- A.** Sprint reserves the right, without notice or limitation, to limit throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend wireless Service if a wireless Product engages in any of the prohibited data uses detailed below or if Sprint, in its sole discretion, determines action is necessary to protect the Sprint Networks or Sprint 4G Network from harm or degradation. Sprint wireless data Services are provided solely for purposes of web surfing, sending and receiving email, photographs and other similar messaging activities, and the non-continuous streaming of videos, downloading of files or on-line gaming. Sprint wireless data Services may not be used: (a) to generate excessive amounts of Internet traffic through continuous, unattended streaming, downloading or uploading of videos or other files or to operate hosting services including, but not limited to, web, video surveillance, or gaming hosting; (b) to maintain continuous active network connections to the Internet such as through a web camera or machine-to-machine connections that do not involve active participation by a person; (c) to disrupt email use by others using automated or manual routines, including, but not limited to, “auto-responders” or cancel bots or other similar routines; (d) to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, “junk mail”, unsolicited commercial or bulk email, or fax; (e) for activities adversely affecting the ability of other people or systems to use either Sprint’s Wireless Services or other parties’ Internet-based resources, including, but not limited to, “denial of service” (DoS) attacks against another network host or individual user; (f) for an activity that connects any device to personal computers (including, but not limited to, laptops), or other equipment for the purpose of transmitting wireless data over the Sprint Networks or Sprint 4G Network (unless Customer is using a plan designated for such usage); (g) by a device in excess of: (i) the total data usage allowed by Customer’s plan, (ii) 100 MB/month while Roaming in total, or (iii) a majority of kilobytes while Roaming; provided that Customer’s devices on “unlimited” Business Plans will not be subject to the Data Services limitation but are subject to the

Roaming limitations; or (h) for any other reason that, in Sprint's sole discretion, violates Sprint's policy of providing Service for individual use.

2.5. Sprint Unlimited Series 65 – Plus Hotspot

	Sprint Series 65 Unlimited
Net MRC	\$30.00 NET MRC³
Anytime Minutes	Unlimited
Messages	Unlimited
Data Roaming	Included
Device Availability ¹	Samsung J3 Achieve ¹
10 GB of Hotspot	Included ²

¹ Price plan is only applicable for select devices including Samsung Galaxy J7, and other comparable devices to be agreed upon by the parties.

² Once each of Customer's individual devices exceeds the plan's Hotspot limitation, Sprint will throttle Hotspot data speeds to 128kb for remainder of the billing cycle with no additional charges.

³ MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

- A.** Sprint reserves the right, without notice or limitation, to limit throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend wireless Service if a wireless Product engages in any of the prohibited data uses detailed below or if Sprint, in its sole discretion, determines action is necessary to protect the Sprint Networks or Sprint 4G Network from harm or degradation. Sprint wireless data Services are provided solely for purposes of web surfing, sending and receiving email, photographs and other similar messaging activities, and the non-continuous streaming of videos, downloading of files or on-line gaming. Sprint wireless data Services may not be used: (a) to generate excessive amounts of Internet traffic through continuous, unattended streaming, downloading or uploading of videos or other files or to operate hosting services including, but not limited to, web, video surveillance, or gaming hosting; (b) to maintain continuous active network connections to the Internet such as through a web camera or machine-to-machine connections that do not involve active participation by a person; (c) to disrupt email use by others using automated or manual routines, including, but not limited to, "auto-responders" or cancel bots or other similar routines; (d) to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail", unsolicited commercial or bulk email, or fax; (e) for activities adversely affecting the ability of other people or systems to use either Sprint's Wireless Services or other parties' Internet-based resources, including, but not limited to, "denial of service" (DoS) attacks against another network host or individual user; (f) for an activity that connects any device to personal computers (including, but not limited to, laptops), or other equipment for the purpose of transmitting wireless data over the Sprint Networks or Sprint 4G Network (unless Customer is using a plan designated for such usage); (g) by a Device in excess of: (i) the total data usage allowed by Customer's plan, (ii) 100 MB/month while Roaming in total, or (iii) a majority of kilobytes while Roaming; provided that Customer's Devices on "unlimited" Business Plans will not be subject to the Data Services limitation but are subject to the Roaming limitations; or (h) for any other reason that, in Sprint's sole discretion, violates Sprint's policy of providing Service for individual use.

2.6. Sprint Public Sector All In Smartphone – Yellow Plus Hotspot

Net MRC	\$37.00 NET MRC¹
Anytime Minutes	Unlimited
Messages	Unlimited
Sprint Data Access	Unlimited
Data Roaming	Included
Device Availability	iPhone SE ²
10 GB of Hotspot	Included ³
Discretionary Credits (inclusive of PIC credit)	Not Permitted

¹ MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

² Price plan is only applicable for select devices including iPhone SE, and other comparable devices to be agreed upon by the parties.

³Once each of Customer's individual devices exceeds the plan's Hotspot limitation, Sprint will throttle Hotspot data speeds to 128kb for remainder of the billing cycle with no additional charges.

- A. Sprint Direct Connect Plus is available on select devices. Additional features are available with certain devices and may be subject to an additional charge.
- B. Sprint reserves the right, without notice or limitation, to limit throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend wireless Service if a wireless Product engages in any of the prohibited data uses detailed below or if Sprint, in its sole discretion, determines action is necessary to protect the Sprint Networks or Sprint 4G Network from harm or degradation. Sprint wireless data Services are provided solely for purposes of web surfing, sending and receiving email, photographs and other similar messaging activities, and the non-continuous streaming of videos, downloading of files or on-line gaming. Sprint wireless data Services may not be used: (a) to generate excessive amounts of Internet traffic through continuous, unattended streaming, downloading or uploading of videos or other files or to operate hosting services including, but not limited to, web, video surveillance, or gaming hosting; (b) to maintain continuous active network connections to the Internet such as through a web camera or machine-to-machine connections that do not involve active participation by a person; (c) to disrupt email use by others using automated or manual routines, including, but not limited to, "auto-responders" or cancel bots or other similar routines; (d) to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail", unsolicited commercial or bulk email, or fax; (e) for activities adversely affecting the ability of other people or systems to use either Sprint's Wireless Services or other parties' Internet-based resources, including, but not limited to, "denial of service" (DoS) attacks against another network host or individual user; (f) for an activity that connects any device to personal computers (including, but not limited to, laptops), or other equipment for the purpose of transmitting wireless data over the Sprint Networks or Sprint 4G Network (unless Customer is using a plan designated for such usage); (g) by a Device in excess of: (i) the total data usage allowed by Customer's plan, (ii) 100 MB/month while Roaming in total, or (iii) a majority of kilobytes while Roaming; provided that Customer's Devices on "unlimited" Business Plans will not be subject to the Data Services limitation but are subject the Roaming limitations; or (h) for any other reason that, in Sprint's sole discretion, violates Sprint's policy of providing Service for individual use.

2.7. Sprint Secure Wi-Fi

- A. **Secure Wi-Fi.** The following options may be added to a Sprint voice Business Plan on a per-Corporate-Line basis for the listed additional MRC, unless otherwise noted.
- B. **Description.** Secure Wi-Fi is a Smart VPN Application (the "Secure Wi-Fi Application") that helps protect users of certain smartphones and tablets while they are using Wi-Fi. Once enabled, the Secure Wi-Fi Application automatically turns on when a user joins an unsecured Wi-Fi network and turns off when the user returns to the cellular network or otherwise disconnects from the unsecured Wi-Fi network. Additionally, the user may opt in to utilize the Secure Wi-Fi Application when engaging a password-protected Wi-Fi network. Secure Wi-Fi may detect if a Customer VPN has been invoked by the user, in which case Secure Wi-Fi will not activate as the overlap of VPN technologies would be redundant. Unsecured Wi-Fi traffic that isn't encrypted (http), is then encrypted by the Secure Wi-Fi Application through geographically distributed, cloud-based servers. Secure Wi-Fi helps to protect against malicious users and content seeking to misuse private data transmitted over a Wi-Fi hotspot, but Sprint does not guarantee complete security for Customer data because vulnerabilities may still exist and could be exploited.
- C. **Secure Wi-Fi.** Secure Wi-Fi may be added for an additional MRC. Secure Wi-Fi requires an eligible Sprint Business Plan.
- D. **Pricing.**

Secure Wi-Fi License MRC per subscription	\$1.99*
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*MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

- E. Customer's use of the Secure Wi-Fi Application is subject to Customer's acceptance of the Secure Wi-Fi End User License Agreement available at http://static.sprintsecurewifi.com/Customers/Sprint/HTML/sswf_privacy_and_terms.html as may be amended from time to time.
- F. The Secure Wi-Fi product and plan features may change at Sprint's sole discretion.

G. Technical Support. For technical support related Secure Wi-Fi, Customer should submit a technical request form to support@sprintsecurewifi.com with a clear description of the technical difficulty.

2.8. Sprint Associate Pledge

A. General

- (1) Sprint Associate Pledge is a business grade distracted driver solution provided by Sprint through our vendor PortNexus Corporation ("PortNexus"). Sprint Associate Pledge is designed to allow Customer to develop policies to limit unsafe use of smartphones while driving. Each instance of the Sprint Associate Pledge Service must be attached to a Smartphone device activated with a current Sprint line of service.
- (2) Customer's use of the Sprint Associate Pledge Application is subject to acceptance of the PortNexus End User Agreement Terms and Conditions presented to Customer upon first log-in to the Sprint Associate Pledge Application ("PortNexus Terms") which may be amended from time to time in Port Nexus's sole discretion. Customer may log-in to the Application at <http://www.portnexus.net/safe-texting/enterprise-pledge>.
- (3) The PortNexus Terms are subject to change without prior notice to Customer.
- (4) For technical support related to Customer's Sprint Associate Pledge solution, Customer should send an email to support@portnexus.com.

B. Charges

	MRC
Sprint Associate Pledge	\$9.95*

* MRCs are net of all discounts. Customer's Service Pricing Discount is not applicable.

C. Features

- (1) Sprint Associate Pledge allows limitations on the use of the handset while vehicle is in motion, location monitoring, and real-time notification of breaks in policy and usage.
- (2) Sprint Associate Pledge includes a web-based corporate portal to manage policy and retrieve status for each driver.
- (3) The features described above may change in PortNexus's sole discretion.

D. Optional Add-Ons.

Sprint Associate Pledge Add-on	MRC*	NRC
Sprint Associate Pledge Smartview	\$4.95	N/A
Sprint Associate Pledge Professional Services	N/A	\$500

* MRCs and NRCs are net of all discounts. Customer's Service Pricing Discount is not applicable.

- (1) Sprint Associate Pledge Smartview provides the ability to download video footage to Customer-provided FTP/Storage location.
- (2) Sprint Associate Pledge Professional Services may be applied more than once depending on the complexity of the requested services and the number of accounts impacted.

E. Disclaimer. Sprint is not liable for any losses or damages caused by the unsafe use of a mobile phone in connection with the use or failure of the Sprint Associate Pledge Service.

2.9. Sprint MultiLine. Sprint MultiLine is a business grade voice and SMS text service that deploys an additional phone number on a wireless Smartphone via the Sprint MultiLine application (the "**MultiLine App**"). The Sprint MultiLine Service requires each end user of Customer that Customer authorizes to use the Sprint MultiLine Service (each an "**Individual Device Holder**") to (i) have a Sprint approved Smartphone, (ii) maintain a usage plan with any wireless telecommunications carrier on such Smartphone, and (iii) download the MultiLine App. Individual Device Holders use their personal mobile device wireless telecommunications carrier network and service plan to facilitate voice calls and SMS texts through the Sprint MultiLine Service and the Individual Device Holder may incur roaming, usage, and overage charges under their personal service plan. Sprint MultiLine is designed to be used primarily for domestic calling within the United States

but U.S. International outbound dialing is available for an additional fee. Sprint will charge Customer list pricing on a per minute basis for International outbound dialing unless Customer purchases an International Outbound Calling plan with Sprint. Customer may use a new phone number or port an existing phone number for use with Sprint MultiLine.

A. Sprint MultiLine Options. The following capabilities may be included as described in the table below.

- (1) **Sprint MultiLine Mobile Recording.** Sprint MultiLine Mobile Recording provides the ability to record voice and/or SMS text messages (as applicable depending on the plan) on individual Sprint MultiLine user phone numbers. Recordings will be stored for seven days on the Sprint MultiLine cloud platform. Customers will be given the ability to download recordings to a Customer site archive location.
- (2) **Sprint MultiLine SMS Redaction.** Sprint MultiLine SMS Redaction is a feature that will (i) redact certain sensitive content within a message (either incoming or outgoing) and (ii) block SMS messages in their entirety when such SMS messages contain certain prohibited language. Due to the nature of this service some redactions and/or message blocks may be incorrectly captured or not captured at all and content or messages may not be blocked in all cases.
- (3) **Sprint MultiLine SMS Opt-in.** Sprint MultiLine SMS Opt-In is a feature that seeks to allow Customer to obtain consent of an intended SMS message recipient for further SMS communications before Customer's subsequent SMS message is delivered to such intended recipient. Sprint's provision of this feature does not in any way ensure Customer's compliance with any law or regulation. Sprint does not guaranty that a SMS Opt-in message will be sent in every instance. Customer is responsible for ensuring that Customer has any necessary consent to send the initial message containing SMS Opt-In and for verifying that the intended recipient has approved receipt of further SMS messages before relying on such SMS Opt-in.

B. Sprint MultiLine Pricing

	MRC* PER LINE
Sprint MultiLine	\$13.50
Sprint MultiLine with SMS Recording	\$15.30
Sprint MultiLine with SMS Recording, Sprint MultiLine SMS Opt-In and Sprint MultiLine SMS Redaction	\$18.00
Sprint MultiLine with SMS and Voice Recording	\$22.50
Sprint MultiLine with SMS and Voice Recording, Sprint MultiLine SMS Opt-In and Sprint MultiLine SMS Redaction	\$25.20

* Customer's Service Pricing Discount is not applicable.

C. Sprint MultiLine Add-On Features. Customer may add the following features to the Sprint MultiLine Service for an additional fee as set forth below.

- (1) **Sprint MultiLine International.** The Sprint MultiLine service allows for international outbound calling and International Dialing Plans may be added to Customer's Sprint MultiLine service. If an International Dialing Plan is not added to Sprint MultiLine or if Customer calls a location not covered by their International Dialing Plan, then standard Sprint international calling market rates will apply. Additional information and rates can be found at www.sprint.com/internationalrates.
- (2) **Sprint MultiLine Unlimited International Calling and Text to Canada.** This Add-On Feature provides unlimited international calling and SMS service to Canada.
- (3) **Sprint MultiLine Unlimited International Calling and Text to 70+ Countries.** This Add-On Feature provides unlimited international calling and SMS service to the countries listed at <https://www.sprint.com/en/support/solutions/international/sprint-international-connect-call-text-add-on.html>

D. Sprint MultiLine Add-On Feature Pricing

Sprint MultiLine Unlimited International Calling and Text to Canada	\$4.50
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Sprint MultiLine Unlimited International Calling and Text to 70+ Countries	\$13.50
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* Customer's Service Pricing Discount is not applicable.

- E. Reactivation Fee.** If service to a Customer Line on a Sprint MultiLine Plan is terminated, Sprint may charge Customer a reactivation charge of up to \$15 before Sprint reactivates service to the affected Customer Line.
- F. Product Annexes.** In addition to the other applicable terms set forth in this Agreement, Customer must also comply with the Sprint MultiLine Product Annex. Such annex is posted in the "Product-specific Terms" section of the Rates and Conditions Website and is incorporated by this reference into the Agreement. Capitalized terms not otherwise defined in this Attachment will have the meaning assigned to such terms in the Wireless Services Product Annex, the Sprint MultiLine Product Annex, or the Agreement.

2.10. SPRINT SECURE MOBILE VPN

- A. Sprint Secure Mobile VPN.** Sprint Secure Mobile VPN is a Service that Customer may purchase independent of a Sprint Corporate Liable Active Unit.
- B. Description.** Sprint Secure Mobile VPN allows Customer mobile devices, even with unstable connections, to securely connect to wireless networks with limited bandwidth. It does so by providing the Sprint Secure Mobile VPN application with an IP address so as to provide a persistent application session such that the user's session remains continuous and enables the user to gain the VPN protection without multiple log-ins. The Sprint Secure Mobile VPN Service is network-agnostic and transparent to mobile applications, enabling mobile users to be continuously and securely connected to their corporate intranet, using any public or private network available. The Sprint Secure Mobile VPN Service features may change at any time in Sprint's sole discretion.
- C. Pricing.**

Service	Type of Charge	Amount
Sprint Secure Mobile VPN	MRC	\$9.95* (per device)
Sprint Secure Mobile VPN Implementation	NRC	\$500.00 (per billing account number)
Sprint Secure Mobile VPN On-Site Professional Service **	NRC	\$1500.00 (per billing account number)

* MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

** Sprint Secure Mobile VPN On-Site Professional Service is optional, and consists of a two day on-site Customer visit. Incremental two day visits may be purchased as needed.

- D. End-User License.** Customer's use of the Sprint Secure Mobile VPN is subject to Customer's acceptance of the Secure Wi-Fi End User License Agreement available at <https://columbitech.com/wp-content/uploads/2018/05/Columbitech-Mobile-VPN-EULA.pdf> which is subject to change at any time without notice to Customer.
- E. Technical Support.** For technical support related Sprint Secure Mobile VPN, Customer should submit a technical support request to support@columbitech.com or call 866-855-1874 between the hours of 8:00 a.m. to 8:00 p.m. EST, Monday through Friday.

2.11. Utility Associates, Inc.

A. General

- (1) Utility Associates, Inc.'s ("UA") family of solutions ("UA Solutions" and each a "UA Solution") is a body and in-vehicle camera video evidence solution for law enforcement consisting of BodyWorn, Rocket IoT, In-Vehicle Cameras, and AVailLWEB.
- (2) Customer's use of the UA Solutions is subject to acceptance of the UA End User Agreement Terms and Conditions, which may be amended from time to time in UA's sole discretion, available at <https://www.bodyworn.com/service-agreement> and as are presented to Customer or Customer's end-users upon first log-in to the UA AVail Web Application (the "UA Terms").
- (3) The UA Terms are subject to change without prior notice to Customer.

- (4) For technical support related to Customer's use of a UA Solution, Customer should contact UA as described in the UA Terms.
- (5) Hardware, necessary for the use of the UA Solutions is provided for Customer's use as part of the Service. Customer will have neither an ownership right nor a title interest to the hardware.

B. Charges

Description	One-Time Charge/Set Up Fee*	MRC*
BodyWorn	\$800	\$60
Rocket IoT	\$1,350	\$30
Sprint Data Access Plan **	N/A	\$30

*Charges are net of all discounts. Customer's Service Pricing Discount is not applicable.

** Customer may not utilize Data Access Plan for live streaming. Should Sprint determine that live streaming has been used, Sprint reserves the right to modify the rate plan. Customer will not be charged overages on the Data Access Plan. Data Access Plan terms and conditions are identified in Attachment A.

C. Features

- (1) AVailLWEB is the secure, cloud-based integrated evidence platform for BodyWorn, Rocket IoT, and In-Vehicle Cameras solutions.
- (2) BodyWorn is a body worn camera solution.
- (3) Rocket IoT is a vehicle-mounted router providing a Wi-Fi access point around the vehicle. Integrated GPS provides vehicle location.
- (4) BodyWorn and Rocket IoT solutions purchased from Sprint each require a separate Sprint Data Access Plan.
- (5) The features described above may change in UA or Sprint's sole discretion.

D. Optional Add-Ons

Description	One-Time Charge/Set Up Fee*	MRC*
UA In-Vehicle Cameras	\$1,450	\$70

*Charges are net of all discounts. Customer's Service Pricing Discount is not applicable.

- (1) In-Vehicle Cameras are powered by the Rocket IoT router.
- (2) In-Vehicle Cameras are an optional add-on service to the Rocket IoT solution.

E. Additional Terms

- (1) Customer will ensure that all UA Solutions end-users are aware of the requirements and limitations set forth in this Section. It will be Customer's sole responsibility to implement and enforce policies for the proper and safe use of these products and services.
- (2) **Location Based Service.**
- (a) UA Solutions is a "Location Based Service," as defined in the Wireless Services Product Annex. Customer consents to Sprint's and UA's disclosure of alert Information to governmental and public safety authorities. Customer must clearly, conspicuously and regularly notify all UA Solutions end-users that the UA Solutions end user's location and identifier information may be accessed, used or disclosed in connection with the UA Solutions and Sprint will not be held liable for a failure of Customer to do so.
- (b) Customer will comply with all applicable privacy laws and will obtain all necessary consents from each UA Solutions end-user authorizing the location tracking of the UA Solutions end-user.

2.12. Service Limitations. Customer acknowledges that use of the UA Solutions is dependent upon the associated device's ability to transmit data, and the availability of the Sprint 4G Network. The UA Solutions

are designed to operate on the Sprint 4G Network. The associated devices must be charged and in good repair. Due to limitations of wireless Services, as set forth in the Wireless Services Product Annex, it is possible that certain locations will not have access to the Sprint 4G Network. At any time the Sprint 4G Network is not capable of being accessed, any attempt to transmit data will not be received, and UA Solutions will be unavailable with respect to the particular device. **Customer should implement secondary means of communication, as appropriate under the circumstances, to avoid the risk of injury or death or damage to property in the event that wireless Services are unavailable.** **Data Access Plan for Utility**

Sprint Data Rate Plans for Utility	
Data Allowance (in Megabytes (“MBs”) and Gigabytes (“GBs”))	Unlimited²
NET MRC	\$30.00¹
Overage charge for additional data services usage above plan allowance	N/A
Requirements	Must be used with Utility Plans in Section 3.6

¹ MRC is net of all discounts. Customer’s Service Pricing Discount is not applicable.

² Unlimited use available while on the Sprint network. Sprint reserves the right to throttle, modify or suspend wireless data Service to a Wireless Data Connection Device on the Data Access Plan for Utility above if such Wireless Data Connection Device: (i) exceeds an average of 50 GB/month on a Customer billing account; or (ii) a Customer Line exceeds 75 GB/month, 300 MB/month of usage while Roaming or engages in the following prohibited uses: server devices or host computer Applications, including, but not limited to, continuous streaming video and Web camera posts; automatic data feeds; automated continuous streaming machine-to-machine connections; or peer-to-peer (P2P) file-sharing Applications broadcasting to multiple servers or recipients such that they could enable "bots" or similar routines.

- A. Third party, non-Sprint branded M2M Devices that have been approved by Sprint for use on the Sprint M2M Networks (“Third Party M2M Devices”) may be activated on any of the Sprint M2M Plans set forth in the table above. In addition, Sprint-branded devices purchased from Sprint for use with M2M Services (“Sprint M2M Devices”) may be available for use with the Sprint M2M Plans. Sprint reserves the right to limit the Sprint M2M Devices that can be used with the Sprint M2M Plans.
- B. The data usage limitations and restrictions set forth in the Wireless Services Product Annex will apply to the Sprint M2M Plans, and the Sprint M2M Plans are not eligible for any discounts.

2.13. SPRINT SECURE MOBILE AI

- A. **Description.** Sprint Secure Mobile AI offers advanced on-device mobile threat protection. Developed specifically for mobile devices, Sprint Secure Mobile AI seeks to mitigate threats to mobile devices and their applications from cyber-attacks by providing device risk assessments and threat alerts. Organizations can minimize exposure of their sensitive data and reduce the likelihood that their customers and partners’ data would be jeopardized by malicious and fraudulent activity. The solution provides an on-device detection agent that seeks to protect the entire device, not just mobile applications, from multiple attack vectors, including anti-virus, next generation Anti-Virus, anti-phishing and MTTM.
- B. **Terms and Conditions.** Customer’s use of the Sprint Secure Mobile AI is subject to Customer’s acceptance of the Sprint Secure Mobile AI End User License Agreement available at <https://www.zimperium.com/zimperium-eula> as may be amended from time to time.
 - (1) Customer will receive a system-generated email from the Sprint Productivity Marketplace for each order placed. The email will contain a prompt for Customer to click-to-accept the Sprint Software as a Service Terms of Service, as well as any Application Specific Terms. Customer must click the accept button in the email to complete the order and gain access to the software.
 - (2) In the event of a conflict between the terms and conditions of this Agreement and the Sprint Productivity Marketplace Terms of Service, the Sprint Productivity Marketplace Terms of Service shall control for the purchase and use of all Sprint Software as a Service.
 - (3) Sprint provides Sprint Secure Mobile AI on an “as-is” basis with no warranties and makes no representations of any kind, express or implied, with respect to the Sprint Secure Mobile AI

service. Sprint grants Customer a limited, revocable, non-exclusive, non-transferable license to use Sprint Secure Mobile AI for Customer’s individual use. Customer may not sell, resell, transfer, copy, translate, publish, create derivative works of, make any commercial use of, modify, reverse engineer, decompile, or disassemble the software. This license may be revoked at any time.

- (4) Sprint Secure Mobile AI can transmit information via a Wi-Fi connection or a cellular connection, not included herein.
- (5) Sprint Secure Mobile AI pricing, terms and conditions are subject to change without prior notice to Customer.
- (6) Product and plan features may change at [VENDOR]’s sole discretion.

C. Pricing. For each Sprint Secure Mobile AI option that Customer chooses, Sprint will charge Customer the applicable Monthly Recurring Charge(s) (“MRC”) per end-user or Annual Recurring Charge(s) “ARC” at the Customer level, as identified in the table below, unless otherwise noted. Customers seeking a complete downloadable app should choose Sprint Secure Mobile AI Licenses (SMB or Ent) whereas Customers seeking to integrate the service into an existing app should choose Sprint Secure Mobile AI zIAP. Additionally, Customer may select additional services requiring an ARC, charged at the Customer level.

Sprint Secure Mobile AI License SMB (MRC)	\$3.25
Sprint Secure Mobile AI License ENT (MRC)	\$3.25
Sprint Secure Mobile AI Dedicated (ARC)	\$48,000
Sprint Secure Mobile AI FR (ARC)	\$120,000
Sprint Secure Mobile AI On-prem (ARC)	\$80,000
Sprint Secure Mobile AI zIAP (MRC)*	\$0.50

*The Sprint Secure Mobile AI zIAP product targets threat protection only for the app into which it is integrated.

D. CUSTOMER SERVICE. If Customer experiences any service problems and requires assistance, Customer may contact Sprint Business Care at 800-927-2199.

2.14. Dialpad Business Voice. Dialpad Business Voice is a business grade voice, video calling, and messaging system from Dialpad, Inc. (“Dialpad”) that provides a single phone line that works across all voice capable wireless devices and allows users to switch calls between devices. Dialpad Business Voice includes unlimited calls and texts to and from any phone number in the United States and Canada; provided that if Customer utilizes Dialpad Business Voice with a device on a wireless service plan, Dialpad Business Voice usage will be deducted from the applicable wireless service plan. International outbound calling rates for other countries are determined by Dialpad and can be found at <https://dialpad.com/rates>. International outbound texting for other countries is limited to other Dialpad Business Voice phone numbers. Customer can utilize new or existing phone numbers for Dialpad Business Voice.

A. Dialpad Business Voice Service Offerings

- (1) **Standard.** Dialpad Business Voice Standard provides (1) commonly used call controls such as call forwarding, call transfer, 3-way calling, and call recording; (2) integration with Google’s G Suite or Microsoft Office 365; (3) virtual departments/offices; and (4) analytics.
- (2) **Pro.** Dialpad Business Voice Pro provides all of the features of Dialpad Business Voice Standard, plus additional virtual departments / offices, auto recording, call queues, voicemail transcription and integration with Salesforce.com.
- (3) **Enterprise.** Dialpad Business Voice Enterprise provides all of the features of Dialpad Business Voice Pro, plus unlimited virtual departments / offices and extension dialing.

B. Additional Dialpad Business Voice Features. Customer may add the following features to the Dialpad Business Voice Service.

- (1) **Dialpad Additional Local Line.** Dialpad Additional Local Line allows the ability to add an additional local line for inbound calls. Customer must have one of the following Cloud Services in order to be eligible to purchase this Product: Dialpad Standard, Dialpad Pro, Dialpad Enterprise, Room Seat, Call Center Pro, Call Center Enterprise.

- (2) **Dialpad Additional Toll-Free Line.** Dialpad Additional Toll-Free Line allows Customer to offer a toll-free line for inbound calls from within the United States or Canada. In addition to the monthly recurring charge, additional charges of \$.02/minute for inbound usage for calls originating from the United States or Canada will be invoiced. Customer must have one of the following Cloud Services in order to be eligible to purchase this Product: Dialpad Standard, Dialpad Pro, Dialpad Enterprise, Room Seat, Call Center Pro, Call Center Enterprise. Compliance and administrative cost recovery fee and e911 cost recovery fee will only be billed to the End User and paid to Supplier when the product is sold.
- (3) **Dialpad Fax Line.** Dialpad Fax Line allows a user to send and receive faxes straight from the Dialpad desktop Application. The MRC below includes a 100-page monthly allotment. Usage exceeding the monthly allotment will be billed \$.10/sheet.
- (4) **Dialpad Room Line.** Dialpad Room Line provides a direct number for certain SIP-based phones located in conference rooms and other public access areas. Customer may contact its Sprint Account Representative for eligible SIP-based phones.
- (5) **Call Center-Pro.** Call Center-Pro is available as an add-on only to the Dialpad Pro Offering. Call Center-Pro requires a license for each agent added to a Call Center. Up to 200 agents per call center may be added. Up to 25 call queues can be supported. One license of Dialpad Pro is required for each license of Call Center-Pro. Call Center-Pro includes real-time dashboards, service level alerts, and real-time call monitoring.
- (6) **Call Center-Enterprise.** Call Center-Enterprise is available as an add-on only to the Dialpad Enterprise Offering. Call Center-Standard requires a license for each agent added to a Call Center. Up to 500 agents per call center may be added. Unlimited call queues can be supported. One license of Dialpad Enterprise is required for each license of Call Center-Enterprise. In addition to the features in Call Center-Pro, Call Center-Enterprise includes advanced analytics and the admin and reporting API.

C. Dialpad Pricing.

	MRC* PER LINE
Dialpad Standard	\$15.00 (1 Year Term Required)
Dialpad Pro	\$25.00 (1 Year Term Required)
Dialpad Enterprise	\$35.00 (1 Year Term Required)
Dialpad Additional Local Line	\$5.00
Dialpad Additional Toll-Free Line	\$5.00
Dialpad Fax Line	\$10.00
Dialpad Room Line	\$15.00
Dialpad Call Center-Pro	\$35.00
Dialpad Call Center-Enterprise	\$55.00

* Customer's Service Pricing Discount is not applicable.

- (1) Sprint may change the pricing, terms, conditions and features set forth above without prior notice to Customer.
- (2) To utilize Dialpad Business Voice with certain devices, Customer may be required to purchase a data Business Plan.

D. Sprint Productivity Marketplace.

- (1) Customer must comply with the Sprint Productivity Marketplace Terms of Service, including the Sprint Software as a Service Terms of Services and any Application Specific Terms, which are incorporated into the Agreement as posted to: <https://business.sprint.com/terms-and-conditions/>. Customer will receive a system-generated email from the Sprint Productivity Marketplace for each Order placed. The email will contain a prompt for Customer to click-to-

accept the Sprint Software as a Service Terms of Service, as well as any Application Specific Terms. Customer must click the accept button in the email to complete the Order and gain access to the software.

- (2) In the event of a conflict between the terms and conditions of the Agreement and the Sprint Productivity Marketplace Terms of Service, the Sprint Productivity Marketplace Terms of Service will control for the purchase and use of all Sprint Software as a Service, including Dialpad Business Voice and any related value added services.

E. Technical Support. For technical support related to Dialpad Business Voice, Customer should submit a technical request form at <http://sprint.custhelp.com/app/forms/CarefreeCloudSupport> or call Sprint's Carefree Cloud Support team at 855-234-1825, Monday through Friday, 7AM to 7PM CST.

2.15. Dialpad UberConference. UberConference Standard and UberConference Toll Free (collectively, "UberConference") are conferencing platforms from Dialpad, Inc. ("Dialpad") that enable Customer to establish audio conferencing services for up to 100 participants without requiring the use of Personal Identification Numbers.

A. Features. Each UberConference subscriber is provided with a unique host phone number, along with unlimited use of the UberConference platform. Conference participants are able to see the names of other participants on the call via their computer screens, as well as determine the speaking party at any given time. Call control features include mute and record.

- (1) Participants are responsible for any resulting toll charges from connecting to the UberConference number for UberConference Toll Free, the MRC below includes all toll charges incurred by conference participants from connecting to the UberConference number.

B. UberConference Pricing.

	MRC PER UBERCONFERENCE SUBSCRIBER*
UberConference Standard	\$10.00
UberConference Toll Free	\$20.00

* Customer's Service Pricing Discount is not applicable.

- (1) **Subscriber Sharing.** UberConference subscriptions may not be shared. For example, if Customer wants to provide UberConference host capabilities to 50 Employees, Customer must purchase 50 UberConference subscriptions.
- (2) Sprint may change the UberConference pricing, terms, conditions and features without prior notice to Customer.
- (3) To utilize UberConference with certain devices, Customer may be required to purchase a data Business Plan.

C. Sprint Productivity Marketplace.

- (1) Customer must comply with the Sprint Productivity Marketplace Terms of Service, including the Sprint Software as a Service Terms of Services and any Application Specific Terms, which are incorporated into the Agreement as posted to: <https://business.sprint.com/terms-and-conditions/>. Customer will receive a system-generated email from the Sprint Productivity Marketplace for each Order placed. The email will contain a prompt for Customer to click-to-accept the Sprint Software as a Service Terms of Service, as well as any Application Specific Terms. Customer must click the accept button in the email to complete the Order and gain access to the software.
- (2) In the event of a conflict between the terms and conditions of the Agreement and the Sprint Productivity Marketplace Terms of Service, the Sprint Productivity Marketplace Terms of Service will control for the purchase and use of all Sprint Software as a Service, including UberConference and any related value added services.

D. Technical Support. For technical support related to UberConference, Customer should submit a technical request form at <http://sprint.custhelp.com/app/forms/CarefreeCloudSupport> or call Sprint's Carefree Cloud Support team at 855-234-1825, Monday through Friday, 7AM to 7PM CST.

2.16. Sprint GOCANVAS Add-On

A. Description. GoCanvas is a service that utilizes digital forms to collect data and automate work flows. GoCanvas has the following attributes:

- SaaS-based, mobile cloud solution.
- Utilizes a drag-and-drop form building tool, as well as a library of existing templates.
- Can incorporate photos, location/time stamp, electronic signatures, barcode scanning, payment processing, and access to business data, such as, parts catalogs, labor rates, and price lists.
- Provides business intelligence tools.

B. GoCanvas Requirements. The GoCanvas app is compatible with Android and iOS devices, as well as PCs and tablets. Please see your Sprint Account Representative for details as to supported versions.

C. Pricing.

Pricing Options – Core Service	Business	Professional
Monthly	\$25.00 MRC	\$35 MRC
Annual (Order quantity 1 – 19)	\$264 ARC	\$372 ARC
Annual (Order quantity 20 – 49)	\$250 ARC	\$350 ARC
Annual (Order quantity 50 - 99)	\$231 ARC	\$323 ARC
Annual (Order quantity 100 – 199)	\$218 ARC	\$306 ARC
Annual (Order quantity 200 +)	\$200 ARC	\$280 ARC

*Pricing is net of all additional discounts. Customer’s Service Pricing Discount is not applicable.

Pricing Options – Ancillary Service	NRC
GoCanvas Form Conversion	\$1
GoCanvas Custom PDF Creation	\$1
GoCanvas Integration Support	\$1 ¹

¹ Integration support at \$1 is a way to provide an estimate for (and then ultimately invoice) any kind of extra work required for Customer. By way of example, if such extra work involved highly complex form creation and/or integration from the GoCanvas cloud to Customer’s data target, assuming the estimate was \$2,000, Customer would be invoiced for 2,000 units at \$1.00.

D. Stipulations.

- (1) Service Pricing Discounts. GoCanvas is not eligible for Service Pricing Discounts.
- (2) Customer’s use of GoCanvas is subject to Customer’s acceptance of the Canvas Terms of Service, as may be amended from time to time, found at <https://www.gocanvas.com/content/about-us/policy/canvas-terms-of-service>.
- (3) Customer must comply with the Sprint Productivity Marketplace Terms of Service, including the Sprint Software as a Service Terms of Services and any Application Specific Terms, which are incorporated into this agreement as posted to: <https://www.sprint.com/business/support/ratesTandCproducts.html>

Customer will receive a system-generated email from the Sprint Productivity Marketplace for each order placed. The email will contain a prompt for Customer to click-to-accept the Sprint Software as a Service Terms of Service, as well as any Application Specific Terms. Customer must click the accept button in the email to complete the order and gain access to the software.

- (4) In the event of a conflict between the terms and conditions of Customer’s master Agreement with Sprint and the Sprint Productivity Marketplace Terms of Service, the Sprint Productivity Marketplace Terms of Service shall control for the purchase and use of all Sprint Software as a Service, including GoCanvas and any related value-added services. Definitions for capitalized terms used in this document can be found in the Sprint Software as a Service Terms of Service.
- (5) The GoCanvas plan features may change without notice at Sprint’s sole discretion and/or at GoCanvas’s sole discretion.

(6) Technical Support. For technical support related to GoCanvas, Customer should submit a technical request form to support@gocanvas.com with a clear description of the technical difficulty.

2.17. MICROSOFT 365. Microsoft 365 is a suite of cloud-based business apps that allows employees to connect and collaborate by storing, sharing and editing documents in order to work more effectively.

- A. Microsoft 365:** Includes some or all of the following features, based on product selection: the productivity suite of Outlook, Skype for Business, Teams, Exchange email, SharePoint, Enterprise Mobility + Security (EM+S), Intune, OneDrive, & Windows operating system. May also include alternate or additional services.
- B. Pricing for Microsoft 365 services.** For each Microsoft 365 application the Customer chooses, Sprint will charge Customer the applicable Monthly Recurring Charge(s) "MRC" per End User, as identified in the table below, unless otherwise noted.

PRODUCT	MRC PER END USER	Minimum Service Term
Office 365 Business Essentials	\$5.00	1 year
Office 365 Business	\$8.30	1 year
Office 365 Business Premium	\$12.50	1 year

Should Customer fail to complete the Minimum Service Term, Sprint will bill Customer for the number of months between the Minimum Service Term and the months that Customer continued its subscription to Microsoft 365.>

C. Stipulations

- (1) Service Pricing Discounts.** Microsoft 365 are not eligible for Service Pricing Discounts.
- (2)** Each Microsoft 365 license ordered requires a Carefree Cloud Plan, which may include the Carefree Cloud DIY Plan.
- (3) Additional Terms.** Customer must comply with the Sprint Productivity Marketplace Terms of Service, including the Sprint Software as a Service Terms of Services and any Application Specific Terms, which are incorporated into this agreement as posted to:

<https://www.sprint.com/business/support/ratesTandCproducts.html>

Customer will receive a system-generated email from the Sprint Productivity Marketplace for each order placed. The email will contain a prompt for Customer to click-to-accept the Sprint Software as a Service Terms of Service, as well as any Application Specific Terms. Customer must click the accept button in the email to complete the order and gain access to the software.

- (4)** In the event of a conflict between the terms and conditions of this Agreement and the Sprint Productivity Marketplace Terms of Service, the Sprint Productivity Marketplace Terms of Service shall control for the purchase and use of all Sprint Software as a Service, including Microsoft 365 and any related value added services. Definitions for capitalized terms used in this document can be found in the Sprint Software as a Service Terms of Service.
- (5)** The Microsoft 365 pricing, terms and conditions are subject to change without prior notice to Customer.
- (6)** Certain applications require the purchase of a data Business Plan depending upon Customer's device.
- (7)** The Microsoft 365 product and plan features may change at Microsoft's sole discretion.
- (8) Technical Support.** For technical support related to Microsoft 365, Customers should send an email to wstscarefreecloud@sprint.com or call Sprint's Carefree Cloud Support team at 855-234-1825, Monday through Friday, 7AM to 7PM Central time.

2.18. G SUITE. G Suite is a suite of cloud-based business apps that allows employees to connect and collaborate in real time and on the move by storing, sharing and editing documents in order to work more effectively.

- A. G Suite:** Includes the productivity suite of Gmail, Google+, Google Calendar, Google Cloud Search, Google Contacts, Google Docs, Google Sheets, Google Slides, Google Forms, Google Drive, Google Groups for Business, Google Hangouts, Google Jamboard, Google Keep, Google Sites, and Google

Vault. Not all of the aforementioned elements appear in each specific G Suite Edition. See G Suite Application Specific Terms (at

http://www.google.com/apps/intl/en/terms/reseller_premier_terms.html) for details.

B. Pricing for G Suite services. Pricing is available based on either annual or monthly billing, as described in the tables below.

- (1) Monthly Billing, no Minimum Service Term. For each G Suite Edition the Customer chooses, Sprint will charge Customer the applicable Monthly Recurring Charge(s) “MRC” per End User, as identified in the table below, unless otherwise noted.

	MRC PER END USER	Minimum Service Term
G Suite Basic	\$6.00	Not Applicable
G Suite Business	\$12.00	Not Applicable
G Suite Enterprise	\$25.00	Not Applicable

- (2) Annual, billed monthly. For each G Suite Edition the Customer chooses, Sprint will charge Customer the applicable Monthly Recurring Charge(s) “MRC” per End User, as identified in the table below, unless otherwise noted. This service will automatically renew at the end of each annual term, unless Customer provides written notice to Sprint of its intent to discontinue at least 30 days prior to the completion of the annual term. Please see your Sprint Account Representative for details.

	MRC PER END USER	Minimum Service Term
G Suite Basic	\$6.00	One Year
G Suite Business	\$12.00	One Year
G Suite Enterprise	\$25.00	One Year

Should Customer fail to complete the Minimum Service Term, Sprint will bill Customer for the number of months between the Minimum Service Term and the months that Customer continued its subscription to G Suite.

- (3) Annual Billing. For each G Suite Edition the Customer chooses, Sprint will charge Customer the applicable Annual Recurring Charge(s) “ARC” per End User, as identified in the table below, unless otherwise noted. This service will automatically renew at the end of each annual term, unless Customer provides written notice to Sprint of its intent to discontinue at least 30 days prior to the completion of the annual term. Please see your Sprint Account Representative for details.

	ARC PER END USER
G Suite Basic	\$50.00
G Suite Business	\$120.00
G Suite Enterprise	\$300.00

C. Stipulations

- (1) **Service Pricing Discounts.** G Suite is not eligible for Service Pricing Discounts.
- (2) **Additional Terms.** Customer must comply with the Sprint Productivity Marketplace Terms of Service, including the Sprint Software as a Service Terms of Services and any Application Specific Terms, which are incorporated into this agreement as posted to: <https://www.sprint.com/business/support/ratesTandCproducts.html>
- (3) Customer will receive a system-generated email from the Sprint Productivity Marketplace for each order placed. The email will contain a prompt for Customer to click-to-accept the Sprint

Software as a Service Terms of Service, as well as any Application Specific Terms. Customer must click the accept button in the email to complete the order and gain access to the software. There may also be terms and conditions from Google that must be accepted prior to accessing the software.

- (4) In the event of a conflict between the terms and conditions of the Customer Master Contract with Sprint and the Sprint Productivity Marketplace Terms of Service, the Sprint Productivity Marketplace Terms of Service shall control for the purchase and use of all Sprint Software as a Service, including G Suite and any related value added services. Definitions for capitalized terms used in this document can be found in the Sprint Software as a Service Terms of Service.
- (5) The G Suite pricing and terms and conditions are subject to change without prior notice to Customer.
- (6) Certain applications may require the purchase of a data Business Plan depending upon Customer's device.
- (7) The G Suite product and plan features may change at Google's sole discretion.
- (8) **Technical Support.** For technical support related to G Suite, Customers should submit a technical request form at <http://sprint.custhelp.com/app/forms/CarefreeCloudSupport> or call Sprint's Carefree Cloud Support team at 855-234-1825, Monday through Friday, 7AM to 7PM CST.

2.19. MOBI Wireless Management ("MOBI") Mobility Management Services (Excluding BYOD). A minimum aggregate MRC in each billing cycle of \$2,500 is required (all Services in the table below are contributory). For each billing cycle in which Customer does not meet the minimum aggregate MRC, Sprint will bill Customer for the difference between \$2,500 and the aggregate MRCs actually billed for the Services listed in the table below.

Mobility Management Services (Includes up to 35 hours of implementation services, after which, Professional Services hourly rates will apply)	MRC (unless otherwise indicated)	NRC (unless otherwise indicated)
Offer A – MOBI Starter		
MOBI Starter - Voice Device, Smart Device, Cellular Enabled Tablets	\$2.75	N/A
MOBI Starter - Data Only Devices (Aircards / Connection Cards / WiFi Only Tablets)	\$2.25	N/A
MOBI Starter – M2M Devices, Pagers, Airave	\$1.00	N/A
Offer B - MOBI Basic		
MOBI Basic - Voice Device, Smart Device, Cellular Enabled Tablets	\$3.75	N/A
MOBI Basic - Data Only Devices (Aircards / Connection Cards / WiFi Only Tablets)	\$3.00	N/A
MOBI Basic – M2M Devices, Pagers, Airave	\$1.50	N/A
Offer C – MOBI Complete		
MOBI Complete - Voice Device, Smart Device, Cellular Enabled Tablets	\$6.50	N/A
MOBI Complete - Data Only Devices (WiFi Only Tablets)	\$4.75	N/A
MOBI Complete - Data Only Devices (Aircards / Connection Cards)	\$4.25	N/A
MOBI Complete – M2M Devices, Pagers, Airave	\$2.50	N/A
Offer D - Mobile Device Management ("MDM") Support and Features		

Mobility Management Services (Includes up to 35 hours of implementation services, after which, Professional Services hourly rates will apply)	MRC (unless otherwise indicated)	NRC (unless otherwise indicated)
Annual Support	N/A	\$66.00 Annual Recurring Charge
Monthly Support	\$5.50	N/A
Offer E: Upgrade/Add-On Options		
Professional Services	N/A	\$235.00 per hour
24X7 Help Desk—Basic	\$0.50	N/A
24X7 Help Desk—Premium	\$1.50	N/A
Line Discovery/Recovery Services (SMS)	N/A	\$0.33
VIP Support	\$1000	N/A
Device Provisioning/Kitting:		
Standard Kit	N/A	\$20.00 + shipping
Premium Kit	N/A	\$33.00 + shipping
Standard Return	N/A	\$12.00 + shipping
Premium Return	N/A	\$20.00 + shipping
On-Site Support:		
Full time equivalent on-site (minimum of 1 year)	\$12,500	N/A
Full time equivalent on-site for 1 week	\$3,400 per week + expenses	N/A

A. MOBI Wireless Management (“MOBI”) BYOD Management Services. Customer must maintain at least 1,000 lines with one or more of the management Services listed in the table below. Although MOBI BYOD Management Services do not have a Minimum Service Term, Customer must provide at least 60 days’ written notice to Sprint to terminate MOBI BYOD Management Services.

BYOD Management Services	MRC (unless otherwise indicated)	NRC (unless otherwise indicated)
BYOD Managed Service only (No Help Desk)	\$1.75	N/A
BYOD Help Desk (M–F 8AM – 5PM)	\$2.00	N/A
Options & Upgrades		
BYOD Professional Services	N/A	\$235 per hour
Upgrade to 24X7 Help Desk – Basic	\$0.50	N/A
Upgrade to 24X7 Help Desk – Premium	\$1.50	N/A

2.20. Non – Sprint Inventoried Embedded Computing Connection and Router Plan

A. The Non – Sprint Inventoried Embedded Computing Connection Plan and Router Plan provides EVDO (using CDMA technology) data functionality and Sprint 4G data functionality in certain coverage areas of the United States. Sprint 4G Network coverage is not available everywhere and requires a 4G Network data-compatible embedded connection device or approved router. Customer may contact its Sprint Account Representative or visit www.sprint.com/coverage for current coverage areas and applicable wireless devices. Sprint reserves the right to limit the devices that can be used with this Business Plan. This Business Plan is only available to Customer Lines domiciled in the United States.

B. Embedded Computing Connection and Router Plan Charges

MRC	\$7.00¹
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Data Services limitation in Gigabytes ("GB")	1 GB
Overage charge for additional data Services usage above plan limit	\$7.00 per GB ²
Data Roaming limitation in Megabytes ("MB")	100 MB ²
Overage charge for additional data Roaming usage above plan limit	\$0.25 per MB ²

¹ MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

² If Customer's data usage in a given month exceeds the plan's Data Roaming limitation, Customer will be liable for the overage charges set forth in the table above.

- (1) The Embedded Computing Connection and Router Plan includes data usage up to the plan's Data Services limitation on the Sprint 4G Network (if included), the Sprint 3G Network and the Nationwide Sprint Network. Wireless high speed data coverage is not available everywhere and requires a wireless high speed data-compatible device. Where the wireless high speed data network is available and a wireless high speed data-compatible device is used, Corporate-Liable Active Units will first attempt to connect to the Sprint 4G Network (if included), then the Sprint 3G Network, and then will default to the Nationwide Sprint Network depending on coverage and network availability.
- (2) Data usage on the Sprint 4G Network requires a 4G capable device.
- (3) Roaming is not available on the Sprint 4G Network at this time.
- (4) Premium Services content is not available with this Business Plan.
- (5) Sprint reserves the right, without notice or limitation, to limit throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend wireless Service if a wireless Product engages in any of the prohibited data uses detailed below or if Sprint, in its sole discretion, determines action is necessary to protect the Sprint Networks or Sprint 4G Network from harm or degradation. Sprint wireless data Services are intended to be used for web surfing, sending and receiving email, photographs and other similar messaging activities, and the non-continuous streaming of videos, downloading of files or on-line gaming. Sprint wireless data Services may not be used to disrupt email use by others using automated or manual routines, including, but not limited to, "auto-responders" or cancel bots or other similar routines; to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail", unsolicited commercial or bulk email, or fax; or for activities adversely affecting the ability of other people or systems to use either Sprint's Wireless Services or other parties' Internet-based resources, including, but not limited to, "denial of service" (DoS) attacks against another network host or individual user.
- (6) Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex.

2.21. Unsubsidized Mobile Broadband Plan.

A. Mobile Broadband Plan Charges – Unsubsidized Only

MRC	\$10.00 ¹	\$22.99 ¹
Data Services limitation in Gigabytes ("GB")	2 GB ³	Unlimited for Acceptable Use ⁴
Overage charge for additional data Services usage above plan limit	N/A	N/A
Data Roaming limitation in Megabytes ("MB")	100MB	300MB
Overage charge for additional data Roaming usage above plan limit	\$0.25 per MB ²	\$0.25 per MB ²
Device Eligibility	Unsubsidized Only	Unsubsidized Only

¹ MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

² If Customer's data usage in a given month exceeds the plan's data Services limitation or data Roaming limitation, Customer will be liable for the overage charges set forth in the table

above. Customer may be liable for both overage charges if Customer's usage in a given month exceeds both the plan's Data Services limitation and Data Roaming limitation.

³ Once each of Customer's individual devices exceeds the plan's Data Services limitation, Sprint will throttle data speeds to 128kb for remainder of the billing cycle with no additional charges. If Customer's data usage in a given month exceeds the plan's Data Roaming limitation, Customer will be liable for the overage charges set forth in the table above.

⁴ Unlimited use available while on the Sprint network. Sprint reserves the right to throttle, modify or suspend wireless data Service to a device on the Unlimited for Acceptable Use Plan above if such device exceeds 25GB/month of data usage, 100 MB/month of usage while Roaming or engages in the following prohibited uses: server devices or host computer Applications, including, but not limited to, continuous streaming video and Web camera posts; automatic data feeds; automated continuous streaming machine-to-machine connections; or peer-to-peer (P2P) file-sharing Applications broadcasting to multiple servers or recipients such that they could enable "bots" or similar routines.

- (1) Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex.
- (2) Customer will be charged an additional MRC of up to \$25 for any rate plan utilizing a device procurement method that is incompatible with the Device Eligibility row in the table above.

2.22. Unlimited Mobile Broadband Plan

A. Unlimited Mobile Broadband Plan Charges

MRC	NET \$29.99 ¹
Usage Included	Unlimited for Acceptable Use ²
Data Roaming limitation in Megabytes ("MB")	300 MB
Additional data Roaming usage above 100 MB	\$0.25 per MB ³

¹ MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

² Unlimited use available while on the Sprint network. Sprint reserves the right to modify, throttle or suspend wireless data Service to a device on the Unlimited for Acceptable Use Plan above if such device exceeds 25GB/month of data usage, 100 MB/month of usage while Roaming or engages in the following prohibited uses: server devices or host computer Applications, including, but not limited to, continuous streaming video and Web camera posts; automatic data feeds; automated continuous streaming machine-to-machine connections; or peer-to-peer (P2P) file-sharing Applications broadcasting to multiple servers or recipients such that they could enable "bots" or similar routines.

³ If Customer's data usage in a given month exceeds the plan's Data Roaming limitation, Customer will be liable for the overage charges set forth in the table above.

- B. Sprint reserves the right, without notice or limitation, to limit throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend wireless Service if a wireless Product engages in any of the prohibited data uses detailed below or if Sprint, in its sole discretion, determines action is necessary to protect the Sprint Networks or Sprint 4G Network from harm or degradation. Sprint wireless data Services are provided solely for purposes of web surfing, sending and receiving email, photographs and other similar messaging activities, and the non-continuous streaming of videos, downloading of files or on-line gaming. Sprint wireless data Services may not be used: (a) to generate excessive amounts of Internet traffic through continuous, unattended streaming, downloading or uploading of videos or other files or to operate hosting services including, but not limited to, web, video surveillance, or gaming hosting; (b) to maintain continuous active network connections to the Internet such as through a web camera or machine-to-machine connections that do not involve active participation by a person; (c) to disrupt email use by others using automated or manual routines, including, but not limited to, "auto-responders" or cancel bots or other similar routines; (d) to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail", unsolicited commercial or bulk email, or fax; (e) for activities adversely affecting the ability of other people or systems to use either Sprint's Wireless Services or other parties' Internet-based resources, including, but not limited to, "denial of service" (DoS) attacks against another network host or individual user; (f) for an activity that connects any device to personal computers

(including, but not limited to, laptops), or other equipment for the purpose of transmitting wireless data over the Sprint Networks or Sprint 4G Network (unless Customer is using a plan designated for such usage); (g) by a Device in excess of: (i) the total data usage allowed by Customer's plan, (ii) 100 MB/month while Roaming in total, or (iii) a majority of kilobytes while Roaming; provided that Customer's Devices on "unlimited" Business Plans will not be subject to the Data Services limitation but are subject to the Roaming limitations; or (h) for any other reason that, in Sprint's sole discretion, violates Sprint's policy of providing Service for individual use.

2.23. Tablet Plans

MRC	\$29.99¹
Data Services limitation in Megabytes ("MB") or Gigabytes ("GB")	Unlimited for Acceptable Use ²
Overage charge for additional data Services usage above data Services limitation ²	N/A
Data Roaming limitation in Megabytes ("MB")	300MB
Overage charge for additional data Roaming usage above data Roaming limitation	\$0.25 per MB

¹ MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

² Unlimited use available while on the Sprint network. Sprint reserves the right to modify, throttle or suspend wireless data Service to a Device on the Unlimited for Acceptable Use Plan above if such device exceeds 25GB/month of data usage, 100 MB/month of usage while Roaming or engages in the following prohibited uses: server devices or host computer Applications, including, but not limited to, continuous streaming video and Web camera posts; automatic data feeds; automated continuous streaming machine-to-machine connections; or peer-to-peer (P2P) file-sharing Applications broadcasting to multiple servers or recipients such that they could enable "bots" or similar routines.

2.24. Public Sector Unlimited Feature Phone

A. Pricing

	Public Sector Unlimited Feature Phone
NET MRC	NET \$19.99¹
Anytime Minutes	Unlimited
Sprint Direct Connect Plus™	Included
Messaging	Unlimited

¹ MRC is net of all discounts. Customer's Service Pricing Discount is not applicable

B. Roaming Charges are included.

C. Sprint Direct Connect Plus™ is available on select devices

2.25. Sprint Custom Feature Phone Plan. – BYOD or Full SRP

	Sprint Custom Feature Phone Plan
NET MRC	\$9.99
Anytime Minutes	\$0.06 per Minute
Messages	Unlimited
Device Eligibility	BYOD or Full SRP Feature Phone Only
Sprint Direct Connect Plus™	Included

A. Customer will be charged an additional MRC of up to \$25 for any rate plan utilizing a device procurement method that is incompatible with the Device Eligibility row in the table above.

B. Above plan is not available for Installment Billing.

C. Sprint Custom Feature Phone Plans are not eligible for the Corporate Service Pricing Discount.

2.26. Non – Sprint Inventoried Embedded Computing Connection for Chromebooks**A. Non – Sprint Inventoried Embedded Computing Connection for Chromebook Plan Charges**

MRC	\$8.00¹	\$15.00¹	\$15.00
Data Services limitation prior to throttling	2 GB	15 GB	15 GB
Date Overage Charge above Data Services limitation	\$0.05/MB	N/A	\$0.05/MB
Throttling level	N/A	256 Kbps	N/A
Roaming Limit	100 MB	100 MB	100 MB
Roaming Overage Charge	\$0.25/MB	\$0.25/MB	\$0.25/MB
Device Eligibility	Chromebook procured from third party vendor	Chromebook procured from third party vendor	Chromebook procured from third party vendor
Like Plan Pooling	Included	N/A	Included
Mobile Device Management Requirement	N/A	N/A	Data Link

¹ MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

- (1) Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex.
- (2) Neither Static IP nor Data Link is permitted with the rate plan that throttles after 15 GB. Should Sprint determine that Customer is utilizing Data Link or Static IP with the rate plan that throttles after 15 GB, Sprint reserves the right to discontinue service.
- (3) Data Link is required on all lines using the 15GB rate plan that includes Like-Plan Pooling. Should Sprint determine that Customer is not using Data Link with the 15GB rate plan that includes Like-Plan Pooling, Sprint reserves the right to discontinue service.
- (4) Seasonal Standby plan as outlined in Section 3.27 may be utilized annually for no more than 3 months.
- (5) Minimum Service Term of the Non-Sprint Inventoried Embedded Computing Connection for Chromebook plan is 12 Months.
- (6) Data will be pooled among devices in the rate plans in the table above provided all subscribers are on the same rate plan and same BAN.
- (7) Should Customer cancel service on a subscriber line, the cancelled device may not be put back in service for a minimum of 180 days, without Sprint's consent.
- (8) Sprint reserves the right to limit the devices that can be used with this Business Plan. This Business Plan is only available to Customer Lines domiciled in the United States.

2.27. SPRINT SEASONAL STANDBY PLAN – For Chromebooks.

- A. Description.** The Sprint Seasonal Standby Plan allows Customer to place Chromebook devices on inactive status for a period not to exceed 3 consecutive months. Only Corporate-Liable Active Units that have been active on another Business Plan for a minimum of 3 consecutive months are eligible for the Sprint Seasonal Standby Plan. At the end of the inactive status period, all Corporate-Liable Active Units on the Sprint Seasonal Standby Plan will be moved to a generally available Business Plan, which will depend on the applicable device type, unless Customer notifies Sprint in writing at least 30 days prior to the expiration of the Sprint Seasonal Standby Plan and specifically requests a particular Business Plan. Customer may incur usage charges in addition to the new Business Plan MRC. Time spent as inactive on the Sprint Seasonal Standby Plan does not count toward the fulfillment of a Corporate-Liable Active Unit's Minimum Service Term. A Corporate-Liable Active Unit's Minimum Service Term, and the number of months contributing to upgrade eligibility, will be extended for the length of time the Corporate-Liable Active Unit spent as inactive on the Sprint Seasonal Standby Plan. Sprint reserves the right to limit the devices that can be used with this Business Plan. The Sprint Seasonal Standby Plan may not be available in all Sprint tools, including self-service tools such as Enhanced Account Manager. Sprint reserves the right to remove the Sprint Seasonal Standby Plan at any time.

B. Pricing. Sprint will charge Customer the following charges:

MRC	\$5.00* per Corporate-Liable Active Unit
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*MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

- (4) Corporate-Liable Active Units on the Sprint Seasonal Standby Plan will not have access to any voice or data features. Customer will be liable for any applicable taxes, fees, charges and surcharges.

C. Service Credits, Wireless Device Discounts, Rebates. Corporate-Liable Active Units on the Sprint Seasonal Standby Plan are not eligible for service credits, wireless device discounts, or rebates.

2.28. Non – Sprint Inventoried Embedded Computing Connection and Router Plan

- A.** The Non – Sprint Inventoried Embedded Computing Connection Plan and Router Plan requires a 4G Network data-compatible embedded connection device. Sprint reserves the right to limit the devices that can be used with this Business Plan. This Business Plan is only available to Customer Lines domiciled in the United States.

B. Non – Sprint Inventoried Embedded Computing Connection and Router Plan Charges

MRC	\$29.99¹
Data Services limitation in Gigabytes ("GB")	Unlimited for Acceptable Use ²
Data Roaming limitation in Megabytes ("MB")	300 MB
Overage charge for additional data Roaming usage above plan limit	\$0.25 per MB ³

¹ MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

² Unlimited use available while on the Sprint network. Sprint reserves the right to throttle, modify or suspend wireless data Service to a device on the Unlimited for Acceptable Use Plan above if such device: (i) exceeds an average of 50 GB/month on a Customer billing account; or (ii) a Customer Line exceeds 75 GB/month, 300 MB/month of usage while Roaming or engages in the following prohibited uses: server devices or host computer Applications, including, but not limited to, continuous streaming video and Web camera posts; automatic data feeds; automated continuous streaming machine-to-machine connections; or peer-to-peer (P2P) file-sharing Applications broadcasting to multiple servers or recipients such that they could enable "bots" or similar routines.

³ If Customer's data usage in a given month exceeds the plan's Data Roaming limitation, Customer will be liable for the overage charges set forth in the table above.

2.29. VMware Enterprise Mobility Management. Sprint offers a variety of VMware Enterprise Mobility Management offers ("VMware Offers") from VMware, Inc., including cloud-based and perpetual licenses of Mobile Device Management, Application Management Services, Content Management Services, and Identity Management Services.

- A. Pricing.** For each VMware Offer Customer chooses, Sprint will charge Customer based on the table below, unless otherwise noted, conditional upon Sprint being granted deal registration by VMware for Customer's intended purchase.

- B. Deal Registration.** Should VMware not grant deal registration, Customer's pricing will increase by up to 20%, retroactive to the time of the initial activation. Please see your Sprint Account Representative to ensure that deal registration has been completed successfully

VMWare Enterprise Mobility Management			
VMWare SKU	Description	Price	Scope of Price *
ASD-AAEXB-12MT0-C1S	VMware AirWatch Express - Shared Cloud - Per Device - SaaS Basic Support - Subscription - 12 Monthly Payments	\$2.58	MRC

VMWare Enterprise Mobility Management			
VMWare SKU	Description	Price	Scope of Price *
ASD-AAEXB-12PT0-C1S	VMware AirWatch Express - Shared Cloud - Per Device - SaaS Basic Support - Subscription - 12 Month Prepaid	\$30.90	MRC
WPH-LWSDB-12PT0-C1S	Basic Support/Subscription for VMware Workspace ONE Standard (Includes AirWatch) Perpetual: 1 Device (for add on of Shared or Managed Hosting Environments only) for 1 year	\$13.02	1 YR RC
WPH-LWSUB-12PT0-C1S	Basic Support/Subscription for VMware Workspace ONE Standard (Includes AirWatch) Perpetual: 1 User (for add on of Shared or Managed Hosting Environments only) for 1 year	\$23.52	1YR RC
WPH-LWADB-12PT0-C1S	Basic Support/Subscription for VMware Workspace ONE Advanced (Includes AirWatch) Perpetual: 1 Device (for add on of Shared or Managed Hosting Environments only) for 1 year	\$23.52	1YR RC
WPH-LWAUB-12PT0-C1S	Basic Support/Subscription for VMware Workspace ONE Advanced (Includes AirWatch) Perpetual: 1 User (for add on of Shared or Managed Hosting Environments only) for 1 year	\$46.83	1YR RC

* The following legend describes the selections in the Scope of Price column:

1 YR RC – An annual charge that pays for one year of service. Customer will not automatically renew at the end of the year.

2 YR RC – An upfront charge that pays for two years of service. Customer will not automatically renew at the end of the second year.

3 YR RC – An upfront charge that pays for three years of service. Customer will not automatically renew at the end of the third year.

MRC – A monthly recurring charge that carries a Minimum Service Term equal to the number of Monthly Payments identified in the Description.

OTC – A nonrecurring charge.

2.30. SPRINT FLAT RATE BUSINESS PLAN – SDC PLUS INCLUDED

- A. Sprint will charge Customer a Monthly Recurring Charge (“MRC”) and a flat rate per-minute charge for each minute used on a Sprint Corporate-Liable Active Unit. There are no included plan minutes.

Monthly Recurring Charge (“MRC”)	\$15.00 NET MRC
Per Minute Rate for all voice minutes used including Anytime Minutes, Nights & Weekends, Nationwide Long Distance, and Sprint Mobile-to-Mobile Calling	\$0.06
Sprint Direct Connect Plus	Included
Caller ID & Voice Mail	Included

(1) Roaming Included

2.31. SPRINT FLAT RATE BUSINESS PLAN – Unsubsidized Only

- A. Sprint will charge Customer a Monthly Recurring Charge (“MRC”) and a flat rate per-minute charge for each minute used on a Sprint Corporate-Liable Active Unit. There are no included plan minutes.

Monthly Recurring Charge (“MRC”)	\$0.00 NET MRC
Per Minute Rate for all voice minutes used including Anytime Minutes, Nights & Weekends, Nationwide Long Distance, and Sprint Mobile-to-Mobile Calling	\$0.06
Sprint Direct Connect Plus	\$5.00
Shared Minutes	Not Available
Caller ID & Voice Mail	Included
Unlimited Mobile to Mobile	Not Included
Unlimited Nights and Weekends beginning at 9PM	Not Included
Device Eligibility	Unsubsidized

- (2) Activations on the above plan are not permitted via a Business Solutions Provider (BSP) or on a smartphone.
- (3) Each end user may have a maximum of 5% of its Customer-Liable Active Units on the Sprint Flat Rate Business Plan. If the percentage of users on the Sprint Flat Rate Plan exceeds 5% of the total number of Customer-Liable Active Units, Sprint reserves the right to reject new orders for the Sprint Flat Rate Business Plan until the 5% ratio is achieved. Individual Liable lines are not eligible for this rate plan.
- (4) Customer will receive a \$10 monthly discount off of the Business Plan above for “Unsubsidized” devices to get to the NET MRC listed in the table above. An Unsubsidized device is a device that is (a) leased from Sprint pursuant to a separate Business Lease Agreement with Sprint, (b) purchased from Sprint at full Suggested Retail Price either (i) pursuant to a separate Installment Agreement with Sprint, or (ii) at the point of sale, or (c) provided by Customer. Discounts are applied within two bill cycles and discounts are not prorated.

2.32. Sprint Data Link

- A. **Simple Data Link connectivity.** The Sprint Data Link option provides Customer simple Data Link connectivity via IPVPN, MPLS or Sprint Link Frame Relay (SLFR). A one-time Data Link network connectivity fee of \$500 will apply to new Data Link customers.
- B. **IP Addresses.** Dynamic IP address assignment is the default method currently in use by the Sprint Data Link solution. Sprint will not charge Customer MRCs for Sprint-provided dynamic IP addresses or Customer-provided IP addresses.
- (5) Data Link can also support customer specific dynamic and static IP address assignments that comply with “RFC 1918 - Address Allocation for Private Internets.”
- (a) Supported IP Address Range – 10.X.X.X, 172.16.X.X and 192.168. X.X.
- C. **Implementation Options.** Customer selects one of the following implementation options for Sprint Data Link (must select one):
- Option 1 - Sprint Data Link via IP VPN
- Option 2 - Sprint Data Link via SprintLink Frame Relay
- Option 3 - Sprint Data Link via MPLS VPN
- D. **Additional Terms.** Customer must comply with the Sprint Data Link Product Annex, which is posted in the “Product-specific Terms” section of the Rates and Conditions Website.

- 2.33. **SPRINT ENTERPRISE MESSAGING.** Sprint Enterprise Messaging is a suite of messaging solutions provided by TeleMessage Ltd. (“TeleMessage”). Customer must purchase Sprint Enterprise Messaging solutions through Sprint’s Productivity Marketplace. Customer’s use of Sprint Enterprise Messaging solutions is subject to acceptance of the TeleMessage End User License Agreement (“TeleMessage Terms”) presented to Customer at the time of purchase. The TeleMessage Terms are subject to change without prior notice to Customer.

- A. Sprint Enterprise Messaging Gateway (EMG).** EMG allows Customer to send messages to large numbers of Employees, including those who have Sprint devices and those who have devices from other carriers. Features include the ability to send text messages exceeding 160 characters as one message, notification of message delivery, and integration with some Customer IT systems. Except as otherwise set forth below, charges are applied at Customer's Billing Account Number (BAN) level.
- B. EMG Pricing for IP Messages to any Carrier's Wireless Devices or SMS to Sprint Wireless Devices.**

	10,000 Messages **	100,000 Messages **	Unlimited Messages
MRC*	\$60	\$500	\$5,000

* MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

** Customer may not exceed the number of purchased messages in a billing cycle. To send additional messages, Customer must purchase an additional allotment.

- C. EMG Pricing for EMG Originated SMS to Other Carriers.**

	1,000 Messages
MRC*	\$60
Per message coverage**	\$0.06

* MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

** Coverage is aggregated and billed separately to one Customer-designated Customer Line.

- D. Sprint Enterprise Messenger (SEM).** SEM provides a messaging client available for any wireless device using Android and iOS platforms. Features include IP messaging capabilities on the device, rich content, group chat, messages in excess of 160 characters, centralized user management and reporting, and segregation of business and personal messages. Charges are applied at Customer's Billing Account Number (BAN) level, based on the number of devices activated.

	Unlimited Messages
MRC*	\$1.99

* MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

- E. Sprint Secure Enterprise Messenger (SSEM).** SSEM provides a messaging client available for any wireless device using Android and iOS platforms. SSEM features include IP messaging capabilities on the device, rich content, group chat, messages in excess of 160 characters, centralized user management and reporting, segregation of business and personal messages, message encryption, HIPAA and SOX compliance capabilities, smart message management (e.g., auto-erase and securely save messages) and centralized control (e.g., remotely wipe messages and remotely lock applications). Charges are applied at Customer's Billing Account Number (BAN) level, based on the number of devices activated.

	Unlimited Messages
MRC*	\$4.99

* MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

2.34. SPRINT SECURE MOBILE AI

- A. Description.** Sprint Secure Mobile AI offers advanced on-device mobile threat protection. Developed specifically for mobile devices, Sprint Secure Mobile AI seeks to mitigate threats to mobile devices and their applications from cyber-attacks by providing device risk assessments and threat alerts. Organizations can minimize exposure of their sensitive data and reduce the likelihood that their customers and partners' data would be jeopardized by malicious and fraudulent activity. The solution provides an on-device detection agent that seeks to protect the entire device, not just mobile applications, from multiple attack vectors, including anti-virus, next generation Anti-Virus, anti-phishing and MTTM.

B. Terms and Conditions. Customer's use of the Sprint Secure Mobile AI is subject to Customer's acceptance of the Sprint Secure Mobile AI End User License Agreement available at <https://www.zimperium.com/zimperium-eula> as may be amended from time to time.

- (1) Customer will receive a system-generated email from the Sprint Productivity Marketplace for each order placed. The email will contain a prompt for Customer to click-to-accept the Sprint Software as a Service Terms of Service, as well as any Application Specific Terms. Customer must click the accept button in the email to complete the order and gain access to the software.
- (2) In the event of a conflict between the terms and conditions of this Agreement and the Sprint Productivity Marketplace Terms of Service, the Sprint Productivity Marketplace Terms of Service shall control for the purchase and use of all Sprint Software as a Service.
- (3) Sprint provides Sprint Secure Mobile AI on an "as-is" basis with no warranties and makes no representations of any kind, express or implied, with respect to the Sprint Secure Mobile AI service. Sprint grants Customer a limited, revocable, non-exclusive, non-transferable license to use Sprint Secure Mobile AI for Customer's individual use. Customer may not sell, resell, transfer, copy, translate, publish, create derivative works of, make any commercial use of, modify, reverse engineer, decompile, or disassemble the software. This license may be revoked at any time.
- (4) Sprint Secure Mobile AI can transmit information via a Wi-Fi connection or a cellular connection, not included herein.
- (5) Sprint Secure Mobile AI pricing, terms and conditions are subject to change without prior notice to Customer.
- (6) Product and plan features may change at [VENDOR]'s sole discretion.

C. Pricing. For each Sprint Secure Mobile AI option that Customer chooses, Sprint will charge Customer the applicable Monthly Recurring Charge(s) ("MRC") per end-user or Annual Recurring Charge(s) "ARC" at the Customer level, as identified in the table below, unless otherwise noted. Customers seeking a complete downloadable app should choose Sprint Secure Mobile AI Licenses (SMB or Ent) whereas Customers seeking to integrate the service into an existing app should choose Sprint Secure Mobile AI zIAP. Additionally, Customer may select additional services requiring an ARC, charged at the Customer level.

Sprint Secure Mobile AI License SMB (MRC)	\$3.25
Sprint Secure Mobile AI License ENT (MRC)	\$3.25
Sprint Secure Mobile AI Dedicated (ARC)	\$48,000
Sprint Secure Mobile AI FR (ARC)	\$120,000
Sprint Secure Mobile AI On-prem (ARC)	\$80,000
Sprint Secure Mobile AI zIAP (MRC)*	\$0.50

*The Sprint Secure Mobile AI zIAP product targets threat protection only for the app into which it is integrated.

D. CUSTOMER SERVICE. If Customer experiences any service problems and requires assistance, Customer may contact Sprint Business Care at 800-927-2199.

2.35. LMR Interoperability Setup Service for Sprint Direct Connect Plus ("LMR Interop"). LMR Interop assists Customer in utilizing its existing land mobile radio ("LMR") system in conjunction with Sprint's Direct Connect Plus application, allowing inter-system communication between LMR devices and Sprint Direct Connect Plus. LMR Interop is provided in conjunction with Motorola Solutions Inc. ("MSI").

A. Customer will utilize a Radio Over IP ("RoIP") gateway, which will connect to a Customer provided LMR donor radio using a matched cable. This RoIP gateway is an active network device which facilitates the interfacing of Customer's radio with Sprint's SDC Plus system.

B. Charges.

LMR Interoperability Support levels	NRC*
Assisted RoIP	\$4,500
Managed RoIP	\$6,500
Upgrade charge for Customers migrating from Assisted to Managed	\$2,000

* NRCs are net of all discounts. Customer's Service Pricing Discount is not applicable.

- (1) Pricing in the table above is applicable for one single implementation at one single location. Should Customer require additional implementations or locations, additional charges would apply.
- (2) Customer must assign a single point of contact for MSI to support the deployment.
- (3) Customer must comply with all technical requirements for the deployment, as identified by Sprint or MSI. More detailed information can be provided upon Customer request.
- (4) SDC Plus subscribers for whom Customer wishes to utilize LMR Interop must purchase both SDC Plus service and a separate LMR Interop buy-up. Both services will be provided at the prevailing rates.

C. Support Only. No hardware or network service is provided based on the pricing in the table above. Customer must provide a supported RoIP gateway, as well as the necessary cabling and any additional product necessary to interface with the LMR system. The gateway is an active network device which may consume IP resources on the Customer's network. Customer is responsible for performing the necessary configuration steps to the connected network, the IP gateway equipment, and the backhaul network.

D. Features. The following features are available based on Customer's selected support level.

- (1) Assisted RoIP features:
 - (a) Process Site Survey and VPN Forms – used to complete the necessary changes from the Push to Talk over Cellular server side to allow connect on the end user site.
 - (b) Email Support Line – used to engage MSI via email to request support for implementation activities

2.36. SPRINT SECURE AI

A. Description. Sprint Secure AI powered by Cybereason delivers endpoint detection and response (EDR) for customer's PCs, laptops and servers. Sprint Secure AI is an agent-based solution for PCs, laptops, and servers and integrates the following elements of security into a single license.

B. Protect - Antivirus, Next-generation antivirus, Anti-ransomware, Anti-PowerShell

C. Detect - Active Monitoring with Immediate notification

D. Remediate - Recommendations to respond to the issues

The solution utilizes artificial intelligence ("AI") to correlate multiple attack vectors to determine the scope and magnitude of a security breach/issue. The use of AI allows the solution to seek to understand the malicious activities and provide a recommended course of action.

E. Terms and Conditions.

- (1) Customer's use of the Sprint Secure AI is subject to Customer's acceptance of the Sprint Secure AI End User License Agreement available at [https://www.cybereason.com/hubfs/Compliance%20and%20Legal/Cybereason%20-%20Form%20of%20License%20and%20Services%20Agreement%20\(Online%20Version\)%20\(May%202018\).pdf](https://www.cybereason.com/hubfs/Compliance%20and%20Legal/Cybereason%20-%20Form%20of%20License%20and%20Services%20Agreement%20(Online%20Version)%20(May%202018).pdf) as may be amended from time to time.
- (2) Customer will receive a system-generated email from the Sprint Productivity Marketplace for each order placed. The email will contain a prompt for Customer to click-to-accept the Sprint

Software as a Service Terms of Service, as well as any Application Specific Terms. Customer must click the accept button in the email to complete the order and gain access to the software.

In the event of a conflict between the terms and conditions of this Agreement and the Sprint Productivity Marketplace Terms of Service, the Sprint Productivity Marketplace Terms of Service shall control for the purchase and use of all Sprint Software as a Service, available at <https://www.sprint.com/business/support/ratesTandCproducts.html>.

- (3) Sprint provides Sprint Secure AI on an “as-is” basis with no warranties and makes no representations of any kind, express or implied, with respect to the Sprint Secure AI service. Sprint will have no liability to Customer in the event Customer experiences a security breach despite Customer’s use of Sprint Secure AI. Sprint grants Customer a limited, revocable, non-exclusive, non-transferable license to use Sprint Secure AI for Customer’s individual use. Customer may not sell, resell, transfer, copy, translate, publish, create derivative works of, make any commercial use of, modify, reverse engineer, decompile, or disassemble the software. This license may be revoked at any time.

- F. **Pricing.** For each license requested, Customer will select one of the MRC options below. Additionally, Customer will be responsible for an account-level Sprint Secure AI Install NRC, and Customer may optionally select the account-level Sprint Secure AI Advanced Hunt Services.

Sprint Secure AI License (MRC)	\$25.00
Sprint Secure AI License Dedicated (MRC)	\$22.50
Sprint Secure AI Install (NRC)	\$10,000
Sprint Secure AI Advanced Hunt Services (NRC)	\$70,000

- G. **CUSTOMER SERVICE.** If Customer experiences any service problems and requires assistance, Customer may submit a technical request to Support@cybereason.com with a clear description of the technical difficulty.

- 2.37. **Business Plans and Features.** Certain wireless Products require specific Business Plans for operation on the Sprint Networks or the Sprint 4G Network. Certain Business Plans, add-ons, features and equipment discounts may not be available on all wireless Products. More information is available by contacting Customer’s Sprint Account Representative.

2.38. **Additional Business Plans and Special Offers.**

- A. **Additional Business Plans.** If Customer is eligible for and selects a Business Plan that is not specified in this Attachment, the Corporate Service Pricing Discount set forth below may apply to the Business Plan unless otherwise stated in the Business Plan, and the terms and conditions of the Business Plan will apply in addition to, and control over, any conflicting terms or conditions in the Agreement.
- B. **Promotions.** Sprint promotional discounts may not be available with certain Business Plans, as indicated in the promotional offer. If Customer purchases a promotional wireless Product or Service, the promotional terms will control over any conflicting terms in the Agreement for that wireless Product or Service until the promotion expires or Customer selects a different Business Plan for the Customer Line enrolled in the promotion.
- C. **Trial Offers.** If Customer receives a wireless Service or Service option for a limited trial period at a reduced cost, upon expiration of the trial period, Customer will continue to receive the wireless Service or Service option at full price. If Customer wishes to avoid being billed in full for the promotional wireless Service or Service option, Customer must contact Sprint before the end of the trial period to discontinue the wireless Service or Service option.

3. **DISCOUNTS**

3.1. **Service Pricing Discount.**

- A. **Effective Date of Service Pricing Discount.** For Customer Lines activated during the Pricing Term of this Attachment, the Service Pricing Discount applies no later than 60 days after the date of activation. For Customer Lines activated under a prior agreement between Sprint and Customer, Sprint will apply the Service Pricing Discount no later than 60 days after the Effective Date.
- B. **Application of Service Pricing Discount.** Unless otherwise noted in the terms of the applicable Business Plan, the Service Pricing Discount applies to eligible monthly recurring charges (“MRC”)

before taxes and surcharges and after application of credits, other discounts and rebates. Overage, usage-based, third party applications and services, certain Business Plans and Business Plan add-ons, and other charges are not eligible for the Service Pricing Discounts. The Service Pricing Discount may apply to the MRC of certain promotional rate plans, which Sprint may offer on a limited time basis, at Sprint's discretion. Only Customer Lines that are included in Customer's Sprint account hierarchy are eligible for the Service Pricing Discount. Customer's contractors, suppliers, and any non-government, non-authorized agencies working with Customer are not eligible for the **Service Pricing Discount**.

- C. Active Unit Commitment Level.** Customer's Active Unit Commitment Level is 1 Active Units. Sprint may review the number of Customer Lines and Employee Lines (the "Active Unit Count") at any time. If the Active Unit Count does not meet or exceed the Active Unit Commitment Level, Sprint may reduce the Service Pricing Discount. If Customer does not have at least 1 Customer Lines at any time, Sprint may cease applying the Service Pricing Discount and the Employee Discount described below. M2M Devices activated for use on an International M2M Network will not be included in the Active Unit Count. An "Employee Line" is the same as an "Individual-Liable Active Unit," as defined in the Wireless Services Product Annex.

- (1) **Service Pricing Discount.** The Service Pricing Discount, described in the table below, is a percentage discount off the eligible monthly recurring charges ("MRCs") charged for Customer Lines. Employee Lines are eligible for the Employee Discount below after contacting a Sprint representative and meeting the eligibility requirements in Section 4.4A ("Eligible Employees").

Service Pricing Discount
25%

3.2. Wireless Device Discount; Upgrade Terms; Exclusions.

- A. Wireless Device Discount.** New Customer Lines may be eligible for a discounted device price with a device Minimum Service Term of 24 months. Sprint may offer different discounted device prices for devices with different device Minimum Service Terms. The devices offered with this discounted device price may change at any time in Sprint's sole discretion. This discounted device offer may not be available in all sales channels.
- B. Upgrade Terms.** Customer will receive the discounted device price described in subsection A above when upgrading or replacing a Subsidized Device that has been in service for at least 24 continuous months. The upgraded or replacement device may be subject to a new device Minimum Service Term. Sprint may offer a different device price for Subsidized Devices that have not been in service for 24 continuous months, or for Unsubsidized devices. More information is available by contacting Customer's Sprint Account Representative.
- C. Exclusions.** The discounted device price does not apply to certain devices or Unsubsidized devices ("Excluded Devices"). The discounted device price and device Minimum Service Term, if any, for Excluded Devices are available by contacting Customer's Sprint Account Representative and may change at any time in Sprint's sole discretion.

3.3. Accessory Discount. Customer will receive a 25% discount off of the national retail price for select accessories purchased for Customer Lines and Employee Lines.

3.4. Employee Discount Program.

- A. Eligible Employees.** Subject to the terms in this Section 3.4, Employees who sign Sprint's consumer subscriber agreement, and provide to Sprint satisfactory evidence of employment with Customer, will be eligible to receive a financial benefit ("Employee Discount"). The Employee Discount may be in the form of a fixed dollar consumer rate plan discount, or a percentage off discount of **19%**, in either case applied to eligible Sprint consumer rate plans before taxes and surcharges, or a gift card, incentive item or other similar offer. Overage, usage-based, third party applications and services, and other charges are not eligible for the Employee Discount. Customer will use commercially reasonable efforts to comply with Sprint's employment verification requests and methods. Upon (1) termination of this Attachment for any reason, (2) an Employee's termination of employment with Customer, or (3) Sprint's determination that an Employee is not in compliance with the consumer subscriber agreement, Sprint may cease providing the Employee Discount. In addition, Sprint reserves the right to discontinue offering the Employee Discount for new Sprint accounts activated following expiration of the Pricing Term of this Attachment. Except for the conditions set forth above, Employee Lines are governed

exclusively by the terms and conditions in the consumer subscriber agreement, including those terms and conditions relating to the applicability of the Employee Discount to rate plans, promotions or other special offers. Current offer information is available by contacting Customer's Sprint Account Representative.

- B. Communications.** Within 60 days of the Effective Date, Sprint and Customer's employee benefits group, or a third party hired by Customer to handle employee benefit matters for Customer, will develop and agree to a communications plan to **present discounts and sell to Employees. The communications plan will, at a minimum, include Customer (a) providing** an introduction to its employee benefits personnel or the third party responsible for (i) overseeing employee benefit fairs for Customer, (ii) content on Customer's intranet site and closed-circuit television if applicable, (iii) Customer's payroll administration, and (iv) employee benefits at locations other than Customer's headquarters; (b) distributing Sprint-provided marketing materials in electronic or hard copy format to Employees in a manner that is reasonable given Customer's workplace environment; and (c) assisting Sprint to determine an efficient way to validate an Employee's employment status with Customer during the Employee enrollment process (usually done by Customer providing Sprint with its valid email domain list). Communications methods may include new hire materials, benefits enrollment materials, email, payroll stuffers, newsletters, internet and intranet links, chair drops, or other mutually agreed to methods and Customer will ensure that Customer's email server settings will allow employment validation emails from Sprint to be delivered to Employees.

- 3.5. WIRELESS MINIMUM SERVICE TERM REQUIREMENT (For Non-Profit Customers only). Minimum Service Term Generally.** Wireless Services may require a device or Business Plan to remain active for a minimum period of time ("Minimum Service Term"). The Minimum Service Term begins on the wireless device purchase date and ends on the expiration of the device Minimum Service Term or the Business Plan Minimum Service Term, whichever is later. The applicable Minimum Service Term(s) are available at Customer's My Sprint Business account or by contacting Customer's Sprint Account Representative. Service terminations before the end of the Minimum Service Term may be subject to an early termination fee ("ETF") or a deactivation fee. No ETFs or deactivation fees apply under this Agreement (a) for Unsubsidized wireless devices, or (b) if Customer complies with Sprint's return policy.

- A. Advanced Devices.** Sprint may designate certain Corporate-Liable Active Units as "Advanced Devices." Advanced Devices include, but are not limited to: (1) mobile computing devices, such as certain tablets, a netbook or notebook; or (2) Smartphones. Advanced Devices are subject to an ETF of up to \$350 per device, in addition to any other Service charges that apply to the terminated Advanced Device.
- B. Other Devices.** All devices other than Advanced Devices ("Basic Devices") are subject to an ETF or a deactivation fee of up to \$200 per device, in addition to any other Service charges that apply to the terminated Basic Device.
- C. Pre-Existing Units.** Corporate-Liable Active Units including M2M Devices, activated under an agreement that was superseded by this Agreement will remain subject to the ETF or deactivation fee, as applicable, set forth in the superseded agreement until expiration of the original Minimum Service Term.
- D. ETF Recovery.** Notwithstanding the foregoing, with written notice and within a commercially reasonable timeframe Sprint will credit ETFs for Corporate-Liable Active Units of Service for deactivations that occur prior to completing the applicable Minimum Service Term provided the Device is returned to Sprint in good working condition. The credit may be applied to Customer's account via sales concessions or other mechanism selected at Sprint's sole discretion. Customer will have 30 days from the date of deactivation of Service to return the Device to their Sprint representative.

4. ELECTRONIC BILLING PRODUCTS

- 4.1.** The following electronic billing products provide Customer Line call detail record information:

ELECTRONIC BILLING PRODUCTS	Invoice Data	Summary Data	Minimum Customer Lines
Sprint Business Invoice Analytics	3 months	12 months	25
Data Direct	1 month	Not available	100
Electronic Data Interchange (EDI)	1 month	Not available	100

- 4.2.** There are no charges associated with the electronic billing products listed above. Customer may choose any combination of electronic billing products. For Data Direct and Electronic Data Interchange, data is provided for current billing cycles. Archived data is available for as long as the account numbers are enrolled

in the electronic billing product. Sprint reserves the right, upon 60 days' prior notice, to decommission a billing product, or to migrate Customer to an updated or successor version of the selected electronic billing product if available or to an entirely new electronic billing product. Electronic Billing Products are not available with International M2M Services or with M2M Devices managed through Command Center or the Orange M2M Portal.

5. ADDITIONAL TERMS

- 5.1. **Product Annexes/Applicability.** Customer must comply with the Wireless Services Product Annex. If Customer is utilizing M2M Devices or an electronic billing product, Customer must comply with the Sprint Machine-to-Machine Services Product Annex and the Electronic Invoice Reporting and Analytics Product Annex. Each annex is posted in the "Product-specific Terms" section of the Rates and Conditions Website and is incorporated, if applicable, into the Agreement. Capitalized terms not otherwise defined in this Attachment shall have the meaning assigned to such terms in the Wireless Services Product Annex, the Sprint Machine-to-Machine Services Product Annex, or the Agreement. Notwithstanding the foregoing, the sections of the Machine-to-Machine services Product Annex entitled "INSURANCE" and "INDEMNIFICATION" will not be applicable to Customer.
- 5.2. **Activation Fees.** Sprint will waive an activation fee of \$30 for each Customer billing account that Sprint creates. Account activation fees for Employees are governed by Sprint's consumer subscriber agreement.
- 5.3. **Bundled Service.** Customer may not market or sell M2M Services except in conjunction with an M2M Device and as part of a bundled service offering, which includes other value added services used or sold by Customer.

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ATTACHMENT A-2 WIRELESS MACHINE-TO-MACHINE SERVICES PRICING & POLICIES**1. RESERVED.**

- 2. SPRINT DATA RATE PLANS FOR M2M SERVICES.** Customer may select from the Sprint data Business Plans listed in this Attachment or other Sprint Business Plans or promotions that Sprint may offer on a limited time basis.

2.1. Sprint Data Rate Plans for Third Party M2M Services.

Sprint Data Rate Plans for Third Party M2M Services									
Data Allowance (in Megabytes (“MBs”) and Gigabytes (“GBs”))	150 KB	1 MB	10 MB	40 MB	100 MB	1 GB	4 GB	5 GB	10 GB
MRC	\$1.00	\$1.50	\$3.00	\$5.00	\$5.50	\$8.00	\$18.99	\$25.00	\$40.00
Overage charge for additional data services usage above plan allowance	\$0.25/MB	\$0.25/MB	\$0.25/MB	\$0.25/MB	\$0.010/MB (\$10/GB)	\$0.010/MB (\$10/GB)	\$0.010/MB (\$10/GB)	\$0.010/MB (\$10/GB)	\$0.010/MB (\$10/GB)
Data Roaming limitation	1 MB	1 MB	5 MB	25 MB	100 MB	100 MB	100 MB	300 MB	300 MB
Overage charge for additional data Roaming usage	\$1/MB	\$1/MB	\$1/MB	\$1/MB	\$0.25/MB	\$0.25/MB	\$0.25/MB	\$0.25/MB	\$0.25/MB
Pool Group	1	1	1	1	2	2	2	2	2

- A.** Third party, non-Sprint branded M2M Devices that have been approved by Sprint for use on the Sprint M2M Networks (“Third Party M2M Devices”) may be activated on any of the Sprint M2M Plans set forth in the table above. In addition, Sprint-branded devices purchased from Sprint for use with M2M Services (“Sprint M2M Devices”) may be available for use with the Sprint M2M Plans. Sprint reserves the right to limit the Sprint M2M Devices that can be used with the Sprint M2M Plans.
- B.** If Customer’s data usage in a given month exceeds the Sprint M2M Plan’s data allowance or data Roaming allowance, Customer will be liable for the overage charges set forth in the table above. Customer may be liable for both overage charges if Customer’s usage in a given month exceeds both the Sprint M2M Plan’s data allowance and data Roaming allowance.
- C.** Data usage on the Sprint M2M Plans will be pooled among M2M Devices in the same Pool Group and activated on the same billing account number. Data Roaming limitations are applied on a per M2M Device basis and Roaming data usage does not pool.
- D.** The data usage limitations and restrictions set forth in the Wireless Services Product Annex will apply to the Sprint M2M Plans, and the Sprint M2M Plans are not eligible for any discounts.
- E. Third Party M2M Devices**
- (1) **Third Party M2M Devices.** Customer may purchase Third Party M2M Devices from Sprint or a third party. The pricing for Third Party M2M Devices purchased from Sprint is not included in the Business Plan MRC. Third Party M2M Devices purchased from Sprint are not eligible for a discounted device price.
- (2) **SIM Cards.** For International M2M Services, Customer must purchase SIM Cards from a Sprint-authorized third party.
- F. Minimum Service Term Requirement**
- (1) **Minimum Service Term Generally.** Wireless Services may require a device or Business Plan to remain active for a minimum period of time (“Minimum Service Term”). The Minimum Service Term begins on the M2M Device purchase date and ends on the expiration of the device Minimum Service Term or the Business Plan Minimum Service Term, whichever is later. The applicable Minimum Service Term(s), if any, are available at Customer’s My Sprint Business account or by contacting Customer’s Sprint Account Representative.

2.2. MYDEVICES. myDevices, Inc. is the creator of a remote automated commercial monitoring solution for a variety of vertical markets. myDevices, Inc. combines wireless sensors and gateways with a web and mobile application for monitoring solutions such as refrigeration.

A. myDevices: Includes either a Cellular-enabled or Ethernet gateway, a wireless sensor, and a web- and mobile-based application for managing account and device preferences, alerts, and reporting.

B. Pricing for myDevices applications. Pricing is available based on monthly billing, as described in the table below.

- (1) **Monthly Billing.** For each application the Customer chooses, Sprint will charge Customer the applicable Monthly Recurring Charge(s) "MRC", as identified in the table below, unless otherwise noted. The MRCs in the table below do not include the purchase of hardware, which is required for the solution and must be purchased directly from myDevices, Inc.

Third Party M2M Devices	
Gateway MRC (Customer chooses either cellular or Ethernet) ¹	\$20.00
Sensor MRC	\$9.00
Data MRC (required if Customer's gateway selection is cellular)	\$10.00
Sprint Data Plan	Required for Cellular Gateway ¹

¹ Data transport is not included in the Gateway MRC. If Customer chooses the Ethernet based gateway, Customer must procure Ethernet service independent of this Agreement. If Customer chooses the cellular gateway, Customer must utilize a 1 GB Sprint Data Rate Plan from the table in Section 2.1

C. Stipulations

(1) **Service Pricing Discounts.** myDevices MRCs are not eligible for Service Pricing Discounts.

(2) **Additional Terms.** Customer must comply with the Sprint Productivity Marketplace Terms of Service, including the Sprint Software as a Service Terms of Services and any Application Specific Terms, which are incorporated into this agreement as posted to:

<https://www.sprint.com/business/support/ratesTandCproducts.html>

Customer will receive a system-generated email from the Sprint Productivity Marketplace for each order placed. The email will contain a prompt for Customer to click-to-accept the Sprint Software as a Service Terms of Service, as well as any Application Specific Terms. Customer must click the accept button in the email to complete the order and gain access to the software. There may also be terms and conditions from myDevices that must be accepted prior to accessing the software.

(3) In the event of a conflict between the terms and conditions of this Agreement and the Sprint Productivity Marketplace Terms of Service, the Sprint Productivity Marketplace Terms of Service shall control for the purchase and use of all Sprint Software as a Service, including myDevices and any related value added services. Definitions for capitalized terms used in this document can be found in the Sprint Software as a Service Terms of Service.

Technical Support. For technical support related to myDevices, Customers should call 844-IOT-FACTS.

2.3. SPIREON FLEETLOCATE FLEET MANAGEMENT BASIC SOLUTION - UNBUNDLED DATA. The Spireon FleetLocate Fleet Management Basic Solution ("FleetLocate Basic Solution") includes a web-based fleet management Application from Spireon, Inc. ("Spireon") that provides real-time GPS Tracking features, breadcrumb trail, geofencing, idling, speeding, maintenance and safety alerts (the "Spireon Basic Fleet Application"). The Business Plan set forth in this section is available only for activation on the Spireon FL7 Vehicle Tracker device provided by Spireon ("FL7 Device"). In addition to access to the Spireon Basic Fleet Application, the MRC for the FleetLocate Basic Solution includes the FL7 Device, training, and standard ground shipping for the FL7 Device. Access to the Nationwide Sprint Network is not included and Customer may purchase this service from Sprint for an additional charge.

A. Charges

MRC	\$15.00*
Spireon Web-Based Software	Included
Setup Fee**	\$59.99

* MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

** The Setup Fee is a one-time charge that will be applied for each FL7 Device activated with the FleetLocate Basic Solution.

- (1) Activations of the FleetLocate Basic Solution are not eligible for service credits, wireless device discounts, or rebates. The FleetLocate Basic Solution may not be purchased in conjunction with certain Sprint promotions or contests.

B. Customer's use of the Spireon Basic Fleet Application and the FL7 Devices is subject to Customer's acceptance of the Subscription Service Agreement and Terms of Purchase presented to Customer upon first log-in to the Spireon portal ("Spireon Terms"). Customer must agree to the Spireon Terms before Spireon offers any services associated with the FleetLocate Basic Solution. Customer agrees to pay any applicable charges to Sprint related to expedited shipping, installation, or repair and replacement of the FL7 Devices. The Spireon Terms are subject to change without prior notice to Customer.

C. Technical Support. For technical support related to the FleetLocate Basic Solution, Customer should call Spireon at 888-546-9810.

- 2.4. SPIREON FLEETLOCATE TRAILER MANAGEMENT SOLUTION** – The Spireon FleetLocate Trailer Management Solution ("FleetLocate Trailer Solution") includes a web-based trailer management Application from Spireon, Inc. ("Spireon") that provides real-time trailer location information ("Spireon Trailer Application"). The Business Plan set forth in this section is available only for activation on the Spireon FL12 wireless devices provided by Spireon ("Trailer Devices"). In addition to access to the Spireon Trailer Application, the MRC for the FleetLocate Trailer Solution includes training, maintenance support, standard ground shipping for the Trailer Device, access to the Nationwide Sprint Network, messaging, and the Trailer Device. Installation is not included and Customer may purchase this service from Sprint for an additional charge.

A. Charges

	FL12 Trailer Device
MRC	\$18.95*
Spireon Web-Based Software	Included
Device Activation Fee**	\$27.95

* MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

** The Device Activation Fee is a one-time charge that will be applied for each Trailer Device activated with the FleetLocate Trailer Solution.

- (1) Activations of the FleetLocate Trailer Solution may not be eligible for service credits, wireless device discounts, or rebates. The FleetLocate Trailer Solution may not be purchased in conjunction with certain Sprint promotions or contests.

B. Customer's use of the Spireon Trailer Application and the Trailer Devices is subject to Customer's acceptance of the Spireon Tracking Solution Agreement presented to Customer upon first log-in to the Spireon portal ("Spireon Terms"). Customer must agree to the Spireon Terms before Spireon offers any services associated with the FleetLocate Trailer Solution. Customer agrees to pay any applicable charges to Sprint related to expedited shipping, installation, or repair, and replacement of the FL12 Devices. The Spireon Terms are subject to change without prior notice to Customer.

C. Technical Support. For technical support related to the FleetLocate Trailer Solution, Customer should call Spireon at 888-546-9810.

- 2.5. SPIREON FLEETLOCATE POWERED ASSET SOLUTION** – The Spireon FleetLocate Powered Asset Solution ("FleetLocate Powered Asset Solution") includes a web-based powered asset management Application from Spireon, Inc. ("Spireon") that provides real-time powered asset location information and the duration of engine usage ("Spireon Powered Asset Application"). The Business Plan set forth in this section is available only for activation on the Spireon FL12EQ wireless devices provided by Spireon

("Powered Asset Devices"). In addition to access to the Spireon Powered Asset Application, the MRC for the FleetLocate Powered Asset Solution includes training, maintenance support, standard ground shipping for the Powered Asset Device, access to the Nationwide Sprint Network, messaging, and the Powered Asset Device. Installation is not included and Customer may purchase this service from Sprint for an additional charge.

A. Charges

	FL12EQ Powered Asset Device
MRC	\$18.95*
Spireon Web-Based Software	Included
Device Activation Fee**	\$27.95

* MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

** The Device Activation Fee is a one-time charge that will be applied for each Powered Asset Device activated with the FleetLocate Powered Asset Solution.

- (1) Activations of the FleetLocate Powered Asset Solution may not be eligible for service credits, wireless device discounts, or rebates. The FleetLocate Powered Asset Solution may not be purchased in conjunction with certain Sprint promotions or contests.

B. Customer's use of the Spireon Powered Asset Application and the Powered Asset Devices is subject to Customer's acceptance of the Spireon Tracking Solution Agreement presented to Customer upon first log-in to the Spireon portal ("Spireon Terms"). Customer must agree to the Spireon Terms before Spireon offers any services associated with the FleetLocate Powered Asset Solution. Customer agrees to pay any applicable charges to Sprint related to expedited shipping, installation, or repair, and replacement of the FL12EQ Devices. The Spireon Terms are subject to change without prior notice to Customer.

C. Technical Support. For technical support related to the FleetLocate Powered Asset Solution, Customer should call Spireon at 888-546-9810.

- 2.6. SPIREON FLEETLOCATE ASSET SOLUTION.** The Spireon FleetLocate Asset Solution ("FleetLocate Asset Solution") includes a web-based asset tracking Application from Spireon, Inc. ("Spireon") that provides one or two location pings each day to enable Customer to monitor its assets and inventory ("Spireon Asset Application"). The Business Plan set forth in this section is available only for activation on the Spireon FL700 wireless device provided by Spireon ("FL700 Device"). In addition to access to the Spireon Asset Application, the MRC for the FleetLocate Asset Solution includes the FL700 Device, training, standard ground shipping for the FL700 Device, access to the Nationwide Sprint Network, and messaging. Installation is not included and Customer may purchase this service from Sprint for an additional charge.

A. Charges

MRC	\$17.95*
Spireon Web-Based Software	Included
Device Activation Fee**	\$27.95

* MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

** The Device Activation Fee is a one-time charge that will be applied for each FL700 Device activated with the FleetLocate Asset Solution.

- (1) Activations of the FleetLocate Asset Solution may not be eligible for service credits, wireless device discounts, or rebates. The FleetLocate Asset Solution may not be purchased in conjunction with certain Sprint promotions or contests.

B. Customer's use of the Spireon Asset Application and the FL700 Devices is subject to Customer's acceptance of the Spireon Tracking Solution Agreement presented to Customer upon first log-in to the Spireon portal ("Spireon Terms"). Customer must agree to the Spireon Terms before Spireon offers any services associated with the FleetLocate Asset Solution. Customer agrees to pay any applicable charges to Sprint related to expedited shipping, installation, or repair, and replacement of the FL700 Devices. The Spireon Terms are subject to change without prior notice to Customer.

C. Technical Support. For technical support related to the FleetLocate Asset Solution, Customer should call Spireon at 888-546-9810.

2.7. SPIREON FLEETLOCATE FLEET MANAGEMENT STANDARD SOLUTION - UNBUNDLED DATA. The Spireon FleetLocate Fleet Management Standard Solution ("FleetLocate Standard Solution") includes a web-based fleet management Application from Spireon, Inc. ("Spireon") that provides real-time vehicle location information ("Spireon Standard Fleet Application"). The Business Plan set forth in this section is available only for activation on the Spireon FL18 wireless device provided by Spireon ("FL18 Device"). In addition to access to the Spireon Standard Fleet Application, the MRC for the FleetLocate Standard Solution includes the FL18 Device, basic installation, training, and standard ground shipping for the FL18 Device. Access to the Nationwide Sprint Network and messaging are not included and Customer may purchase these services from Sprint for an additional charge.

A. Charges

MRC	\$23.95*
Spireon Web-Based Software	Included
Device Activation Fee**	\$27.95
Garmin	\$5.00*
Garmin Activation Fee	\$24.00
Power Take-Off Tracking	\$3.00*
1 minute - Frequent Pinging	\$5.00*
30 second – Frequent Pinging	\$10.00*

* MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

** The Device Activation Fee is a one-time charge that will be applied for each FL18 Device activated with the FleetLocate Standard Solution.

- (1) Activations of the FleetLocate Standard Solution are not eligible for service credits, wireless device discounts, or rebates. The FleetLocate Standard Solution may not be purchased in conjunction with certain Sprint promotions or contests.
 - (2) Garmin is an optional feature that provides navigation and messaging for the FleetLocate Standard Solution via fleet-ready personal navigation devices from Garmin Ltd. The MRC for the Garmin feature includes the Garmin FMI cable, installation, service and the messaging tab in the FleetLocate Standard Solution user interface. The Garmin personal navigation device is not included. The Garmin Activation Fee is a one-time charge that will be applied for each Garmin feature activated with the FleetLocate Standard Solution. Additional accessories will be required for this feature to operate.
 - (3) Power Take-Off Tracking is an optional feature that tracks when a vehicle's Power Take-Off (PTO) feature is on or off. PTO information is available to Customer via alerting, reporting, and the Spireon portal. The MRC for the PTO Tracking feature includes standard installation, which requires a 12-volt connection inside the cab of the vehicle. Additional accessories will be required for this feature to operate.
 - (4) The FleetLocate Standard Solution will ping a vehicle at two minute intervals. A Frequent Pinging option may be added to the FleetLocate Standard Solution to enable Customer to track the location of a vehicle at either one minute or 30 second intervals.
- B.** Customer's use of the Spireon Standard Fleet Application and the FL18 Devices is subject to Customer's acceptance of the Spireon Tracking Solution Agreement presented to Customer upon first log-in to the Spireon portal ("Spireon Terms"). Customer must agree to the Spireon Terms before Spireon offers any services associated with the FleetLocate Standard Solution. Customer agrees to pay any applicable charges to Sprint related to expedited shipping, installation, or repair and replacement of the FL18 Devices. The Spireon Terms are subject to change without prior notice to Customer.
- C. Technical Support.** For technical support related to the FleetLocate Standard Solution, Customer should call Spireon at 888-546-9810.

- 2.8. SPIREON FLEETLOCATE FLEET MANAGEMENT ADVANCED SOLUTION - UNBUNDLED DATA.** The Spireon FleetLocate Fleet Management Advanced Solution (“FleetLocate Advanced Solution”) includes a web-based fleet management Application from Spireon, Inc. (“Spireon”) that provides real-time GPS Tracking features integrated with vehicle diagnostics and driver safety features with alerts (“Spireon Advanced Fleet Application”). The Business Plan set forth in this section is available only for activation on the Spireon FL7 Vehicle Tracker device provided by Spireon (“FL7 Device”). In addition to access to the Spireon Advanced Fleet Application, the MRC for the FleetLocate Advanced Solution includes the FL7 Device, training, and standard ground shipping for the FL7 Device. Access to the Nationwide Sprint Network is not included and Customer may purchase this service from Sprint for an additional charge.

A. Charges

MRC	\$20.63*
Spireon Web-Based Software	Included
Setup Fee**	\$59.99
Garmin	\$0.00*
Power Take-Off Tracking	\$0.00*
Driver ID	\$0.00*
GoTalk	\$0.00*

* MRC is net of all discounts. Customer’s Service Pricing Discount is not applicable.

** The Setup Fee is a one-time charge that will be applied for each FL7 Device activated with the FleetLocate Advanced Solution.

- (1) Activations of the FleetLocate Advanced Solution are not eligible for service credits, wireless device discounts, or rebates. The FleetLocate Advanced Solution may not be purchased in conjunction with certain Sprint promotions or contests.
 - (2) Garmin is an optional feature that provides navigation and messaging for the FleetLocate Advanced Solution via fleet-ready personal navigation devices from Garmin Ltd. The MRC for the Garmin feature includes the service and the messaging tab in the FleetLocate Advanced Solution user interface. The Garmin personal navigation device is not included. Customer must purchase additional accessories for this feature to operate.
 - (3) Power Take-Off Tracking is an optional feature that tracks when a vehicle’s Power Take-Off (PTO) feature is on or off. PTO information is available to Customer via alerting, reporting, and the Spireon portal. The MRC for the PTO Tracking feature includes standard installation, which requires a 12-volt connection inside the cab of the vehicle. Customer must purchase additional accessories for this feature to operate.
 - (4) Spireon’s Driver ID solution plugs directly into the FleetLocate GPS tracking device and, through key fobs assigned to each driver, allows Customer to identify individuals to keep better track of each driver’s productivity and on-road safety – no matter which vehicle they use. This optional feature can only be used with FleetLocate Advanced and FleetLocate Advanced Plus solutions. Customer must purchase additional accessories for this feature to operate.
 - (5) GoTalk is an in-vehicle add-on primarily designed to communicate canned spoken instructions/notifications to drivers with limited distraction. Customer must purchase additional accessories for this feature to operate.
- B.** Customer’s use of the Spireon Advanced Fleet Application and the FL7 Devices is subject to Customer’s acceptance of the Subscription Service Agreement and Terms of Purchase presented to Customer upon first log-in to the Spireon portal (“Spireon Terms”). Customer must agree to the Spireon Terms before Spireon offers any services associated with the FleetLocate Advanced Solution. Customer agrees to pay any applicable charges to Sprint related to expedited shipping, installation, or repair and replacement of the FL7 Devices. The Spireon Terms are subject to change without prior notice to Customer.
- C. Technical Support.** For technical support related to the FleetLocate Advanced Solution, Customer should call Spireon at 888-546-9810.

- 2.9. SPIREON FLEETLOCATE FLEET MANAGEMENT ADVANCED PLUS SOLUTION - UNBUNDLED DATA.** The Spireon FleetLocate Fleet Management Advanced Plus Solution (“FleetLocate Advanced Plus Solution”) includes a web-based fleet management Application from Spireon, Inc. (“Spireon”) that provides real-time GPS Tracking features integrated with vehicle diagnostics, driver safety features with alerts and Hours of Service (HOS) regulatory compliance features including mobile driver logs, electronic driver log reports and driver inspection reporting (DVIR) (“Spireon Advanced Plus Fleet Application”). The Business Plan set forth in this section is available only for activation on the Spireon FL7 Vehicle Tracker device provided by Spireon (“FL7 Device”). In addition to access to the Spireon Advanced Plus Fleet Application, the MRC for the FleetLocate Advanced Plus Solution includes the FL7 Device, training, and standard ground shipping for the FL7 Device. Access to the Nationwide Sprint Network is not included and Customer may purchase this service from Sprint for an additional charge.

A. Charges

MRC	\$23.10*
Spireon Web-Based Software	Included
Setup Fee**	\$59.99
Garmin	\$0.00*
Power Take-Off Tracking	\$0.00*
Driver ID	\$0.00*
Active Tracking	\$0.00*
GoTalk	\$0.00*
GoTalk Plus Active Tracking	\$0.00*

* MRC is net of all discounts. Customer’s Service Pricing Discount is not applicable.

** The Setup Fee is a one-time charge that will be applied for each FL7 Device activated with the FleetLocate Advanced Plus Solution.

- (1) Activations of the FleetLocate Advanced Plus Solution are not eligible for service credits, wireless device discounts, or rebates. The FleetLocate Advanced Plus Solution may not be purchased in conjunction with certain Sprint promotions or contests.
- (2) The FleetLocate Advanced Plus Solution also allows Android devices to access the Spireon fleet management Application through the applicable application store. The tablet device, mount, interface cable, and the additional data access plan for the tablet are not included in the MRC set forth above.
- (3) Garmin is an optional feature that provides navigation and messaging for the FleetLocate Advanced Plus Solution via fleet-ready personal navigation devices from Garmin Ltd. The MRC for the Garmin feature includes the service and the messaging tab in the FleetLocate Advanced Plus Solution user interface. The Garmin personal navigation device is not included. Customer must purchase additional accessories for this feature to operate.
- (4) Power Take-Off Tracking is an optional feature that tracks when a vehicle’s Power Take-Off (PTO) feature is on or off. PTO information is available to Customer via alerting, reporting, and the Spireon portal. The MRC for the PTO Tracking feature includes standard installation, which requires a 12-volt connection inside the cab of the vehicle. Customer must purchase additional accessories for this feature to operate.
- (5) Spireon’s Driver ID solution plugs directly into the FleetLocate GPS tracking device and, through key fobs assigned to each driver, allows Customer to identify individuals to keep better track of each driver’s productivity and on-road safety – no matter which vehicle they use. This optional feature can only be used with FleetLocate Advanced and FleetLocate Advanced Plus solutions. Customer must purchase additional accessories for this feature to operate.
- (6) Active Tracking allows Customer to monitor vehicle movement on the Spireon Advanced Plus Fleet Application map screen in near real-time. This optional feature requires a 25MB Sprint Data Access Business Plan.
- (7) GoTalk is an in-vehicle add-on primarily designed to communicate canned spoken instructions/notifications to drivers with limited distraction. Customer must purchase additional accessories for this feature to operate.

(8) GoTalk Plus Active Tracking provides custom alerts and allows live driver coaching using custom spoken messages. GoTalk Plus Active Tracking requires Active Tracking. Customer must purchase additional accessories for this feature to operate.

B. Customer’s use of the Spireon Advanced Plus Fleet Application and the FL7 Devices is subject to Customer’s acceptance of the Subscription Service Agreement and Terms of Purchase presented to Customer upon first log-in to the Spireon portal (“Spireon Terms”). Customer must agree to the Spireon Terms before Spireon offers any services associated with the FleetLocate Advanced Plus Solution. Customer agrees to pay any applicable charges to Sprint related to expedited shipping, installation, or repair and replacement of the FL7 Devices. The Spireon Terms are subject to change without prior notice to Customer.

C. Technical Support. For technical support related to the FleetLocate Advanced Plus Solution, Customer should call Spireon at 888-546-9810.

2.10. SPIREON FLEETLOCATE FLEET MANAGEMENT FL4 STANDARD SOLUTION - UNBUNDLED DATA.

The Spireon FleetLocate Fleet Management FL4 Standard Solution (“FleetLocate FL4 Standard Solution”) includes a web-based fleet management Application from Spireon, Inc. (“Spireon”) that provides a real-time information platform to locate vehicles, track driver behavior, and provide vehicle diagnostics (“Spireon FL4 Standard Application”). The Business Plan set forth in this section is available only for activation on the Spireon FL4 Vehicle Tracker device provided by Spireon (“FL4 Device”). In addition to access to the Spireon FL4 Standard Application, the MRC for the FleetLocate FL4 Standard Solution includes use of the FL4 Device, training, and standard ground shipping for the FL4 Device. Access to the Nationwide Sprint Network and messaging are not included; Customer must purchase these services from Sprint for an additional charge. Installation is not included and Customer may purchase this service from Sprint for an additional charge.

A. Charges

MRC	\$12.95*
Spireon FL4 Standard Application	Included
Setup Fee**	\$50.00

* MRC is net of all discounts. Customer’s Service Pricing Discount is not applicable.

** The Setup Fee is a one-time charge that will be applied for each FL4 Device activated with the FleetLocate FL4 Standard Solution.

- 1 Activations of the FleetLocate FL4 Standard Solution are not eligible for service credits, wireless device discounts, or rebates. The FleetLocate FL4 Standard Solution may not be purchased in conjunction with certain Sprint promotions or contests.
- 2 Optional accessories are available for an additional charge.

B. Spireon Terms. Customer’s use of the Spireon FL4 Standard Application and the FL4 Devices is subject to Customer’s acceptance of the Subscription Service Agreement and Terms of Purchase presented to Customer upon first log-in to the Spireon portal (“Spireon Terms”). Customer must agree to the Spireon Terms before Spireon offers any services associated with the FleetLocate FL4 Standard Solution. Pursuant to the Spireon Terms, Customer agrees to pay any applicable charges to Sprint related to expedited shipping, installation, or repair, replacement and returns of the FL4 Devices. The Spireon Terms are subject to change without prior notice to Customer.

C. Technical Support. For technical support related to the FleetLocate FL4 Standard Solution, Customer should call Spireon at 888-546-9810.

2.11. SAMSUNG KNOX APPLICATIONS. Samsung Knox Applications (“Knox”) provide a device security portfolio from Sprint’s vendor Samsung.

A. Knox Manage allows IT administrators to create a cloud-based command center enabling them to remotely manage devices across multiple operating systems. It allows for granular control of devices features and functionality and comprehensive administrative tools including but not limited to the following: event-based device management; management of device configuration settings such as connectivity and applications; setting of mobile data limits by day, week, or month; external SD card usage management; and OS tampering prevention.

- B.** Knox Configure, available only for select Samsung devices, is a cloud-based service that allows IT administrators to configure and deploy branded, custom mobile devices. IT administrators may also configure select Samsung devices in bulk and tailor them to specific business needs. Unlike Knox Manage, Knox Configure does not track or monitor devices. The Setup Edition is designed to preconfigure and rebrand bulk devices over the air with limited control, while the Dynamic Edition allows more robust, and dynamic configuration.
- C.** Knox Premium is a cloud based command remote management offering available through September of 2018.
- D.** Knox Quickstart is a professional service providing an implementation platform for Knox deployments. Level 1 provides basic configuration assistance, Level 2 adds management and control of device applications, and Level 3 adds enhanced security and integration with existing infrastructure such as Active Directory & Exchange Servers.
- E. Monthly Recurring Charges.**

Knox Applications	MRC*	NRC* Hardware Fee	ARC*
Knox Manage	\$2	n/a	n/a
Knox Configure (Setup Edition)	n/a	n/a	\$5
Knox Configure (Dynamic Edition)	n/a	n/a	\$10
Knox Premium	n/a	n/a	\$12
Knox Quickstart Level 1 (Control)	n/a	\$299	n/a
Knox Quickstart Level 2 (Application Control)	n/a	\$499	n/a
Knox Quickstart Level 3 (Secure Control)	n/a	\$1,699	n/a

* MRCs, ARCs, NRCs are net of all discounts. Customer's Service Pricing Discount is not applicable.

- F.** Activations of Knox are not eligible for service credits, wireless device discounts, or rebates. The Knox Applications may not be purchased in conjunction with certain Sprint promotions or contests.
- G.** Knox may be optimized for Samsung Devices integrated with the Knox security platform.
- H.** The Applications and features described above may change without to notice to Customer in the sole discretion of Samsung or Sprint.
- I. License Agreement.** Customer's use of Knox is subject to acceptance of the Samsung End User License Agreement ("[Samsung Terms](https://www.samsungknox.com/en/eula-knox-premium)"), posted to <https://www.samsungknox.com/en/eula-knox-premium>. The Samsung Terms are subject to change without prior notice to Customer.
- J. Additional Terms.** Customer must comply with the Sprint Productivity Marketplace Terms of Service, including any Application Specific Terms, which are incorporated into this agreement as posted to:
- K.** <https://www.sprint.com/business/support/ratesTandCproducts.html>
- L. Technical Support.** For technical support related to Knox, Customer should contact Samsung Customer Care at: [samsungknox.com](https://www.samsungknox.com) or 888-567-5669.
- 2.12. ACTSOFT VEHICLE APPLICATIONS. Actsoft Vehicle Applications ("Actsoft Vehicle Applications") are cloud- or enterprise-based vehicle tracking solutions from Actsoft LLC ("Actsoft").**
- A.** For Actsoft Comet **Tracker** EZ, Actsoft Comet Asset Purchase, Actsoft Comet Fleet, Actsoft Comet Tracker, Actsoft Comet Fleet Purchase, Actsoft Comet Fleet Premium – Hardware, Actsoft Comet Fleet Platinum – Hardware, and the Actsoft HOS Application, Customer must purchase CalAmp Devices (as defined below) from Actsoft. For these Actsoft Vehicle Applications, the MRC in the table in Section [1.4] below does not include the purchase price of the CalAmp Device. Instead, Sprint will invoice Customer separately for the CalAmp Devices purchased from Actsoft for use with these Actsoft Vehicle Applications.
- B.** For Actsoft Comet Asset Bundle, Comet Fleet Bundle, Comet Fleet Premium, Comet Fleet Platinum, and the Actsoft ELD + HOS Bundle, Customer must obtain CalAmp Devices from Actsoft, pursuant to the terms of an Actsoft Device End User Agreement between Customer and Actsoft. Title to the CalAmp Devices used with these Actsoft Vehicle Applications remains with Actsoft; Customer is not purchasing the CalAmp Devices used with these Applications. The MRC in the table in Section D below includes the Actsoft Comet Application and the use of a CalAmp Device.

- C. Accessories, installation, professional services, wireless data Business Plans, messaging, Managed Network Services and maintenance support are not included in the MRC for any of the Actsoft Vehicle Applications. Customer must purchase a wireless data Business Plan from Sprint for an additional charge. Customer may purchase the rest of the excluded products and services from Sprint or a Sprint-authorized provider for an additional charge.

D. Charges.

Actsoft Vehicle Applications	MRC	NRC – License Fee	NRC – Hardware Charge
Actsoft Comet Asset Bundle	\$20.00*	\$25*	NA
Actsoft Comet Asset Purchase	\$10.00*	NA	\$100*
Comet Fleet Bundle	\$20.00*	\$25*	NA
Comet Fleet Purchase	\$14.00*	NA	\$50*
Comet Fleet Premium	\$26.60*	NA	NA
Comet Fleet Premium – Hardware	\$26.60*	NA	\$50*
Comet Fleet Platinum	\$33.25*	NA	NA
Comet Fleet Platinum - Hardware	\$33.25*	NA	\$50*
Actsoft ELD + HOS Bundle	\$15.00*	\$20*	NA
Actsoft HOS Application	\$10.00*	\$20*	\$275*
Comet EZ	\$10.00*	\$20*	NA
Comet Tracker, 1-50 units	\$17.00*	\$20*	NA
Comet Tracker, 51-100 units	\$15.00*	\$20*	NA
Comet Tracker, 101+ units	\$13.00*	\$20*	NA
Actsoft Advanced Forms (stand-alone)	\$15.00*	\$20*	NA
Actsoft Advanced Forms module (add-on to Comet Tracker)	\$7.00*	NA	NA
Actsoft Mobile Worker (add-on to Comet Tracker) 1-15 units	\$16.99*	NA	NA
Actsoft Mobile Worker (add-on to Comet Tracker) >=16 units	\$12.99*	NA	NA

* MRCs and NRCs are net of all discounts. Customer's Service Pricing Discount is not applicable.

- E. Activations of the Actsoft Vehicle Applications are not eligible for service credits, wireless device discounts, or rebates. The Actsoft Vehicle Applications may not be purchased in conjunction with certain Sprint promotions or contests.
- F. As indicated in the table above, Sprint may charge Customer a one-time License Fee or a one-time Hardware Charge for each CalAmp Device activated with certain Actsoft Vehicle Applications.
- G. **CalAmp Devices.** As used herein, "CalAmp Device" refers to a CalAmp wireless device included in one of the series referenced herein. Actsoft Comet Tracker EZ and Actsoft Comet Tracker may be activated on the CalAmp LMU-2600 series, CalAmp LMU-2800 series, or CalAmp LMU-3000 series of wireless devices. Actsoft Comet Asset Bundle and Actsoft Comet Asset Purchase may be activated on the CalAmp LMU-2800 series, CalAmp TTU-620 series, or CalAmp TTU-720 series of wireless devices. Actsoft Comet Fleet may be activated on the CalAmp LMU-2600 series, CalAmp LMU-2800 series, or CalAmp LMU-3000 series of wireless devices. Comet Fleet Bundle, Comet Fleet, Comet Fleet Premium, Comet Fleet Premium – Hardware, Comet Fleet Platinum, and Comet Fleet Platinum - Hardware may be activated on the CalAmp LMU-2600 series, CalAmp LMU-2800 series, or CalAmp LMU-3000 series of wireless devices. The Actsoft ELD + HOS Bundle and the Actsoft HOS Application may be activated on the CalAmp LMU-4200 series of wireless devices.
- H. **Features.**
- (1) Actsoft Comet Tracker EZ provides an entry level GPS tracking solution that includes near real time and historical locations, as well as speeds, stop time, geo-fencing, reporting and alerts for locations and speed.

- (2) Actsoft Comet Asset Bundle utilizes the Actsoft Comet Tracker EZ software functionality and includes the use of a CalAmp Device.
 - (3) Actsoft Comet Asset Purchase utilizes the Actsoft Comet Tracker EZ software functionality and requires the purchase of a CalAmp Device as described above.
 - (4) Actsoft Comet Fleet provides the features of Actsoft Comet Tracker EZ plus vehicle maintenance reporting, driver scorecards, driver identification, input sensors (Power Take Off, lights, doors, etc.), additional alerts and reporting to support the added functionality. In addition, if Customer activates Actsoft Comet Fleet with certain devices from Garmin Ltd. (Garmin devices sold separately) Customer will receive timekeeping and dispatching information through the Garmin device.
 - (5) Actsoft Comet Tracker provides the features of Actsoft Comet Fleet plus the available option to use basic forms, timekeeping and dispatch, and the ability to add on "Advanced Wireless Forms." An eligible wireless handset, Smartphone or tablet and a Sprint wireless data Business Plan are also required and are sold separately.
 - (6) Comet Fleet Bundle offers all of the same functionalities of Actsoft Comet Fleet and includes the use of a CalAmp Device.
 - (7) Comet Fleet Purchase offers all of the same functionalities of Actsoft Comet Fleet and requires the purchase of a CalAmp Device as described above.
 - (8) Comet Fleet Premium offers all of the same functionalities of Comet Fleet Pro (including the use of a CalAmp Device) plus electronic forms, driver vehicle inspection reporting (DVIR) and forms to capture signatures and pictures. If Customer utilizes a Smartphone or tablet to access Comet Fleet Premium, Customer must purchase a wireless data Business Plan from Sprint. Customer may contact its Sprint Account Representative for information on compatible Smartphones and tablets.
 - (9) Comet Fleet Premium – Hardware offers all of the same functionalities of Actsoft Comet Fleet Premium except that Comet Fleet Premium – Hardware requires the purchase of a CalAmp Device as described above.
 - (10) Comet Fleet Platinum offers all of the same functionalities of Comet Fleet Premium (including the use of a CalAmp Device) plus order dispatching, voice guided directions, recurring order schedules, and time and attendance forms. If Customer utilizes a Smartphone or tablet to access Comet Fleet Platinum, Customer must purchase a wireless data Business Plan from Sprint. Customer may contact its Sprint Account Representative for information on compatible Smartphones and tablets.
 - (11) Comet Fleet Platinum – Hardware offers all of the same functionalities of Actsoft Comet Fleet Platinum except that Comet Fleet Platinum – Hardware requires the purchase of a CalAmp Device as described above.
 - (12) The Actsoft ELD + HOS Bundle allows drivers to electronically log their Hours of Service as well as enter DVIR data. Actsoft provides "Hours of Service" information in the cloud via an Actsoft web portal for real time and historical access. An eligible Smartphone or tablet, and a Sprint wireless data Business Plan, are required and are sold separately. Customer may contact its Sprint Account Representative for information on eligible Smartphones and tablets. In addition, for each purchase of an Actsoft ELD + HOS Bundle, Customer must also purchase Comet Fleet Pro, Comet Fleet Premium, or Comet Fleet Platinum.
 - (13) The Actsoft HOS Application offers all of the same functionalities as the Actsoft ELD + HOS Bundle except that the Actsoft HOS Application requires the purchase of a CalAmp Device as described above. An eligible Smartphone or tablet, and a Sprint wireless data Business Plan, are required and are sold separately. Customer may contact its Sprint Account Representative for information on eligible Smartphones and tablets. In addition, for each purchase of the Actsoft HOS Application, Customer must also purchase Comet Fleet Pro, Comet Fleet Premium, or Comet Fleet Platinum.
- I. The features described above may change in Actsoft's sole discretion.
- J. **License Agreement.** Customer's use of the Actsoft Vehicle Applications is subject to acceptance of the Actsoft End User Terms and Conditions presented to Customer upon first log-in to the Actsoft portal ("Actsoft Terms"). The Actsoft Terms are subject to change without prior notice to Customer.

K. Technical Support. For technical support related to the Actsoft Vehicle Applications, Customer should contact Actsoft Customer Care at: 1-888-732-6638.

2.13. AGILIS COMMANDGPS SOLUTIONS. The Agilis CommandGPS Solutions include a web-based fleet management Application from Agilis Systems, LLC (“Agilis”) that provides fleet tracking, driver behavior, work order management tools, and fuel tax reporting (“CommandGPS Application”). The CommandGPS Applications set forth in this section are available only for activation on certain Sprint-approved wireless devices purchased separately from Sprint or Agilis, which include the Xirgo XT2050 and Xirgo XT2150 devices from Xirgo Technologies, Inc. (“CommandGPS Devices”). Accessories, installation, professional services, and maintenance support are not included in the MRCs set forth below. Customer may purchase these products and services from Agilis or a Sprint-authorized provider for an additional charge. In addition, for each CommandGPS Device Customer must purchase a Sprint Data Access Business Plan to enable the Agilis CommandGPS Solutions.

A. Charges.

CommandGPS Applications	MRC* (1-100 CommandGPS Devices)	MRC* (101-500 CommandGPS Devices)	MRC* (500+ CommandGPS Devices)	NRC* – Setup Fee
Agilis SmartLocate	\$11.99	\$10.99	\$9.99	\$25.00
Agilis SmartLocate - \$0 Down	\$12.99	\$12.99	\$12.99	NA
Agilis SmartDOT	\$11.99	\$11.99	\$11.99	NA
Agilis SmartLocate+SmartDispatch	\$18.99	\$18.99	\$18.99	\$25.00
Agilis SmartLocate+SmartDispatch \$0 Down	\$19.99	\$19.99	\$19.99	NA
Agilis ELD Only	\$22.99	\$22.99	\$22.99	\$25.00
Agilis ELD Only \$0 Down	\$23.99	\$23.99	\$23.99	NA
Agilis HOS + IFTA	\$29.99	\$29.99	\$29.99	\$25.00
Agilis HOS + IFTA \$0 Down	\$30.99	\$30.99	\$30.99	NA

* MRCs are NRCs are net of all discounts. Customer’s Service Pricing Discount is not applicable.

(1) Activations of Agilis CommandGPS Solutions are not eligible for service credits, wireless device discounts, or rebates. Agilis CommandGPS Solutions may not be purchased in conjunction with certain Sprint promotions or contests.

B. Features.

- (1) **Agilis SmartLocate** provides a GPS tracking solution that includes near real time and historical locations, as well as speeds, stop time, idling, geo-fencing, reporting, and alerts for locations and speed, and a driver **scorecard**.
- (2) **Agilis SmartLocate - \$0 Down** offers all of the same functionalities as Agilis SmartLocate, but does not require Customer to pay a setup fee.
- (3) **Agilis SmartDOT** is an add-on feature for Agilis SmartLocate and Agilis SmartDispatch, which provides automated fuel tax reporting based on GPS tracking from the CommandGPS Application.
- (4) **Agilis SmartLocate+SmartDispatch** offers all of the same functionalities as Agilis SmartLocate plus dispatch features, which include messaging between all drivers and office, job/work order assignment and status, and turn-by-turn directions to job location.
- (5) **Agilis SmartLocate+SmartDispatch \$0 Down** offers all of the same functionalities as Agilis SmartLocate +SmartDispatch, but does not require Customer to pay a setup fee.
- (6) **Agilis ELD Only** Offers basic electronic logging of a driver’s hours of service (HOS).
- (7) **Agilis ELD Only \$0 Down** offers all of the same functionalities as Agilis ELD Only, but does not require Customer to pay a setup fee.

- (8) **Agilis HOS+IFTA** Offers the same features as SmartLocate plus electronic logging of a driver's hours of service (HOS), and mileage, fuel tax and other regulatory reporting associated with the International Fuel Tax Agreement (IFTA). Certified in 43 states.

2.14. Additional Business Plans and Special Offers.

- A. Additional Business Plans.** If Customer is eligible for and selects a Business Plan that is not specified in this Attachment, the terms and conditions of the Business Plan will apply in addition to, and control over, any conflicting terms or conditions in the Agreement.
- B. Promotions.** Sprint promotional discounts may not be available with certain Sprint data Business Plans, as indicated in the promotional offer. If Customer purchases a promotional wireless Product or Service, the promotional terms will control over any conflicting terms in the Agreement for that wireless Product or Service until the promotion expires or Customer selects a different Sprint data Business Plan for the M2M Device enrolled in the promotion.

3. ELECTRONIC BILLING PRODUCTS

- 3.1.** The following electronic billing products provide M2M Device call detail record information:

ELECTRONIC BILLING PRODUCTS	Invoice Data	Summary Data	Minimum M2M Devices
Sprint Business Invoice Analytics	3 months	12 months	25
Data Direct	1 month	Not available	100
Electronic Data Interchange (EDI)	1 month	Not available	100

- 3.2.** There are no charges associated with the electronic billing products listed above. Customer may choose any combination of electronic billing products. For Data Direct and Electronic Data Interchange, data is provided for current billing cycles. Archived data is available for as long as the account numbers are enrolled in the electronic billing product. Sprint reserves the right, upon 60 days' prior notice, to decommission a billing product, or to migrate Customer to an updated or successor version of the selected electronic billing product if available or to an entirely new electronic billing product. Electronic Billing Products are not available with International M2M Services or with M2M Devices managed through Command Center or the Orange M2M Portal.

4. ADDITIONAL TERMS

- 4.1. Product Annexes/Applicability.** Customer must comply with the Wireless Services Product Annex and the Machine-to-Machine Services Product Annex. If Customer is utilizing an electronic billing product, Customer must comply with the Electronic Invoice Reporting and Analytics Product Annex. Each annex is posted in the "Product-specific Terms" section of the Rates and Conditions Website and is incorporated, if applicable, into the Agreement. Capitalized terms not otherwise defined in this Attachment will have the meaning assigned to such terms in the Wireless Services Product Annex, the Sprint Machine-to-Machine Services Product Annex, or the Agreement. Notwithstanding the foregoing, the sections of the Machine-to-Machine Services Product Annex entitle "INSURANCE" and "INDEMNIFICATION" will not be applicable to Customer.
- 4.2. Activation and Reactivation Fees.** Sprint will charge Customer an activation fee of \$30 for each Customer billing account that Sprint creates. If service to an M2M Device is terminated, Sprint may charge Customer a reactivation charge of up to \$15 before Sprint reactivates service to the affected M2M Device.
- 4.3. Bundled Service.** Customer may not market or sell M2M Services except in conjunction with an M2M Device and as part of a bundled service offering, which includes other value added services used or sold by Customer.

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ATTACHMENT B
SOURCEWELL ELIGIBLE MEMBER ENROLLMENT AGREEMENT (rev7-24-19)

Member Name: _____ (“**Member**”)

Is the Member a Non-Profit (501(c)(3) organization : __Yes or No _____

Address: _____

Billing Address (if different from above): _____

This Eligible Member Enrollment Agreement for Wireless Services (this “**Enrollment Agreement**”) is between **Sprint Solutions, Inc.**, as contracting agent on behalf of the applicable Sprint affiliated entities providing Products and Services (“**Sprint**”) and **Member**.

Sprint and Sourcewell (“**Customer**”) entered into a Contract (BSG1905-0394) (the “**Customer Agreement**”) dated on _____, 20__, for Sprint to provide wireless products and services to Customer. As provided in the Customer Agreement, Member may purchase wireless Products and Services in accordance with the terms and conditions of this Enrollment Agreement.

Sprint and Member agree as follows:

1. **Relationship of Parties.** By signing this Enrollment Agreement, Member represents that it is a Member as defined in the Customer Agreement. Upon execution of the Enrollment Agreement by Member, Member will be eligible to submit orders (“Order”) for the Products and/or Services set forth in the Customer Agreement.
2. **Terms and Conditions.** By signing the Enrollment Agreement, Member agrees to be bound by the applicable terms and conditions of the Customer Agreement and its Attachments, as amended.
3. **TERM.** The term of this Enrollment Agreement (the “**Term**”) begins on the date the last party signs this Enrollment Agreement (“**Effective Date**”) and will remain in effect until either Sprint or Member exercises its right to terminate this Enrollment Agreement in accordance with the Standard Terms and Conditions (as defined below). Notwithstanding the foregoing, if (A) the Customer Agreement expires, is not renewed by Customer, or is terminated by either Customer or Sprint, or (B) Member ceases to meet the eligibility requirements set forth Customer Agreement, then Sprint may either (1) establish a new Term for this Enrollment Agreement and adjust the discounts and pricing applicable to Member, or (2) terminate this Enrollment Agreement by giving Member 60 days’ prior written notice.
4. **SERVICES.** Member may receive the same pricing and discounts for Products and Services under this Enrollment Agreement as provided under the Customer Agreement. Notwithstanding the foregoing, Member is not eligible to receive any early termination fee waivers, administrative fee payments (or similar payments), or credits that are provided to Customer under the Customer Agreement.
5. **OTHER TERMS AND CONDITIONS**
 - A. Member agrees that Sprint’s Standard Terms and Conditions for Communications Services (“**Standard Terms and Conditions**”), as posted at www.sprint.com/business/support/ratesWelcome.html (the “**Rates and Conditions Website**”) and as amended from time to time, are incorporated into this Enrollment Agreement and apply to all Sprint Products and Services acquired or used under this Enrollment Agreement. Member’s use of Products and Services is also governed by the applicable Product or Service-specific terms and conditions posted in the “Product-specific Terms” section of the Rates and Conditions Website (“**Product Terms and Conditions**”), including the Wireless Services Product Annex. For the purpose of this Enrollment Agreement, “Customer” as it is used in the Standard Terms and Conditions and the Product Terms and Conditions, will be deemed to refer to Member.
 - B. Member agrees that Sprint and Customer may modify and amend the rates, charges, discounts and terms and conditions under the Customer Agreement, which may result in a modification of the rates, charges, discounts and terms and conditions applicable to this Enrollment Agreement.
 - C. Member agrees that this Enrollment Agreement is only for the benefit of Member and Member’s Employees. Member’s contractors, Affiliates, subsidiaries, members, franchisees, distributors, suppliers, etc. are not

eligible to purchase under this Enrollment Agreement.

- D. Member agrees that Sprint may provide reports to Customer consisting of Member's name, address, total amount spent, service and product purchase information and other items as required under the Customer Agreement or under this Enrollment Agreement.

In order to become effective, this Enrollment Agreement must be executed by a duly authorized representative of Member and delivered to Sprint no later than 30 days after signing. Upon Member's execution of this Enrollment Agreement, it shall be deemed accepted by Sprint without counter-signature; provided that, Member does not make any modifications, interlineations, addition, supplement and/or other change(s) ("Changes") to this Enrollment Agreement. Any Changes to this Enrollment Agreement by Member shall render this Enrollment Agreement null and void. **[Member Legal Name]**

Signed By _____

Name _____
(print or type)

Title _____
(print or type)

Phone _____

E-Mail _____

Address _____

Date Signed (required)

Sourcewell Member Number: _____

For existing Sprint customer, please provide:

Billing Account Number (BAN) _____; OR

A Sprint Telephone Number on the Account _____

Once this form is complete, if not submitting electronically then email to: MemberContracts@sprint.com OR
For questions, please send to: MemberBenefit@sprint.co

SOURCEWELL ELIGIBLE MEMBER ENROLLMENT AGREEMENT

Member Name: _____ (“Member”)

Is the Member a Non-Profit (501(c)(3) organization: ___ Yes or No _____

Address: _____

Billing Address (if different from above): _____

This Eligible Member Enrollment Agreement for Wireless Services (this “**Enrollment Agreement**”) is between **Sprint Solutions, Inc., a wholly-owned subsidiary of T-Mobile USA, Inc., as contracting agent on behalf of the applicable Sprint/T-Mobile affiliates providing the Products and Services (“Sprint” or “T-Mobile”)** and **Member**.

Sprint and Sourcewell (“**Customer**”) entered into a Contract (BSG1905-0394) (the “**Customer Agreement**”) dated on December 31, 2019, for Sprint to provide wireless products and services to Customer. As provided in the Customer Agreement, Member may purchase wireless Products and Services in accordance with the terms and conditions of this Enrollment Agreement.

Sprint and Member agree as follows:

1. **Relationship of Parties.** By signing this Enrollment Agreement, Member represents that it is a Member as defined in the Customer Agreement. Upon execution of the Enrollment Agreement by Member, Member will be eligible to submit orders (“Order”) for the Products and/or Services set forth in the Customer Agreement.
2. **Terms and Conditions.** By signing the Enrollment Agreement, Member agrees to be bound by the applicable terms and conditions of the Customer Agreement and its Attachments, as amended.
3. **TERM.** The term of this Enrollment Agreement (the “**Term**”) begins on the date the last party signs this Enrollment Agreement (“**Effective Date**”) and will remain in effect until either Sprint or Member exercises its right to terminate this Enrollment Agreement in accordance with the Standard Terms and Conditions (as defined below). Notwithstanding the foregoing, if (A) the Customer Agreement expires, is not renewed by Customer, or is terminated by either Customer or Sprint, or (B) Member ceases to meet the eligibility requirements set forth Customer Agreement, then Sprint may either (1) establish a new Term for this Enrollment Agreement and adjust the discounts and pricing applicable to Member, or (2) terminate this Enrollment Agreement by giving Member 60 days’ prior written notice.
4. **SERVICES.** Member may receive the same pricing and discounts for Products and Services under this Enrollment Agreement as provided under the Customer Agreement. Notwithstanding the foregoing, Member is not eligible to receive any early termination fee waivers, administrative fee payments (or similar payments), or credits that are provided to Customer under the Customer Agreement.
5. **OTHER TERMS AND CONDITIONS**
 - A. Member agrees that Sprint’s Standard Terms and Conditions for Communications Services (“**Standard Terms and Conditions**”), as posted at www.sprint.com/business/support/ratesWelcome.html (the “**Rates and Conditions Website**”) and as amended from time to time, are incorporated into this Enrollment Agreement and apply to all Sprint Products and Services acquired or used under this Enrollment Agreement. Member’s use of Products and Services is also governed by the applicable Product or Service-specific terms and conditions posted in the “Product-specific Terms” section of the Rates and Conditions Website (“**Product Terms and Conditions**”), including the Wireless Services Product Annex. For the purpose of this Enrollment Agreement, “Customer” as it is used in the Standard Terms and Conditions and the Product Terms and Conditions, will be deemed to refer to Member.
 - B. Member agrees that Sprint and Customer may modify and amend the rates, charges, discounts and terms and conditions under the Customer Agreement, which may result in a modification of the rates, charges, discounts and terms and conditions applicable to this Enrollment Agreement.
 - C. Member agrees that this Enrollment Agreement is only for the benefit of Member and Member’s Employees. Member’s contractors, Affiliates, subsidiaries, members, franchisees, distributors, suppliers, etc. are not eligible to purchase under this Enrollment Agreement.
 - D. Member agrees that Sprint may provide reports to Customer consisting of Member’s name, address, total amount spent, service and product purchase information and other items as required under the Customer Agreement or under this Enrollment Agreement.

In order to become effective, this Enrollment Agreement must be executed by a duly authorized representative of Member and delivered to Sprint no later than 30 days after signing. Upon Member's execution of this Enrollment Agreement, it shall be deemed accepted by Sprint without counter-signature; provided that, Member does not make any modifications, interlineations, addition, supplement and/or other change(s) ("Changes") to this Enrollment Agreement. Any Changes to this Enrollment Agreement by Member shall render this Enrollment Agreement null and void.

[Member Legal Name]

Signed By

Name _____
(print or type)

Title _____
(print or type)

Phone _____

E-Mail _____

Address _____

Date Signed (required)

Sourcewell Member Number: _____

For existing Sprint or T-Mobile customer, please provide:

Billing Account Number (BAN) _____; OR

A Telephone Number on the Account _____

Once this form is complete, if not submitting electronically then email to: sourcewell@sprint.com OR For questions, please send to: sourcewell@sprint.com

**CONTRACT FOR WIRELESS VOICE & DATA SERVICES WITH
RELATED SOLUTIONS, EQUIPMENT, & ACCESSORIES**

ATTACHMENT B

WIRELESS SERVICES CONTRACT PRICING

Attachment A-3 (“T-Mobile Contract Price List”)

T-Mobile Current Sourcewell Government Rate Plans

Updated: February 2021

			Contract Discount 15%
Service or Feature	Description	Commercially Available Price per Line/Month	Monthly Recurring Cost/Line (After Eligible Contract Discount)
Voice & Data Plans			
Simple Choice Unlimited Talk, Text, and Data w/2GB LTE Data	Unlimited talk, text and data with no overages or annual service contracts. Includes unlimited calling to any number in Mexico and Canada from the U.S. PLUS unlimited calling, texting and data while traveling in Canada and Mexico (use your 4G LTE data up to 5GB) at no extra charge. Starting with up to 2GB 4G LTE data per month. Your choice of additional 4G LTE data. Unlimited data and texting when you travel to any of 120+ countries and destinations so you can stay connected when you're abroad. Includes Binge On optimized video streaming that saves your data. Music Freedom with unlimited music streaming on our network from top services such as Pandora and iHeart Radio without using your data. Coverage not available in some areas. Detectable video typically streams at 480p; disable any time. On all T-Mobile plans, during congestion, the small fraction of customers using >50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization. (Requires minimum of 12 lines for each account)	\$15.00	\$12.75

Service or Feature	Description	Commercially Available Price per Line/Month	Monthly Recurring Cost/Line (After Eligible Contract Discount)
Government Unlimited for Phones	<p>Unlimited talk, text, and data on our advanced network with no annual service contracts or data overages. Your plan also includes these great benefits: Manage your anti-scam protections with the free Scam Shield™ app. Identify and help stop likely scammers before you ever get the call with Scam ID and Scam Block. You can also call, text, and use up to 5GB of 4G LTE data in Mexico and Canada at no extra charge. You get unlimited texting and 2G data roaming in more than 210 countries and destinations, unlimited domestic data roaming and unlimited video streaming at DVD quality, 11GB of 4G LTE hotspot data (with unlimited max 3G hotspot speeds thereafter), free texting and a free hour of Wi-Fi on Gogo®-enabled flights—all included at no extra charge. During congestion, a small fraction of customers using >50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization. Video typically streams on smartphone/tablet at DVD quality (480p) unless you enable HD Video (1080p). Coverage not available in some areas.</p>	\$29.00	\$24.65
Government Unlimited for Phones w/Device Subsidy 1.0 Level 1	<p>Unlimited talk, text, and data on our advanced network with no data overages. You can also call, text, and use up to 5GB of 4G LTE data in Mexico and Canada at no extra charge. You get unlimited text and 2G data roaming in more than 210 countries and destinations, unlimited domestic data roaming and unlimited video streaming at DVD quality, 11GB of 4G LTE hotspot data (with unlimited max 3G hotspot speeds thereafter), free texting and a free hour of Wi-Fi on Gogo-enabled flights—all included at no extra charge. During congestion, a small fraction of customers using >50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization. Coverage not available in some areas. Subsidy plans include part or all of the cost of a phone in the monthly charge, and a two-year service agreement is required. If you cancel service, you may be charged a subsidy repayment (1/20th of subsidy per month remaining).</p>	\$41.00	\$34.85

Service or Feature	Description	Commercially Available Price per Line/Month	Monthly Recurring Cost/Line (After Eligible Contract Discount)
Government Unlimited for Phones w/Device Subsidy 1.0 Level 2	Unlimited talk, text, and data on our advanced network with no data overages. You can also call, text, and use up to 5GB of 4G LTE data in Mexico and Canada at no extra charge. You get unlimited text and 2G data roaming in more than 210 countries and destinations, unlimited domestic data roaming and unlimited video streaming at DVD quality, 11GB of 4G LTE hotspot data (with unlimited max 3G hotspot speeds thereafter), free texting and a free hour of Wi-Fi on Gogo-enabled flights—all included at no extra charge. During congestion, a small fraction of customers using >50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization. Coverage not available in some areas. Subsidy plans include part or all of the cost of a phone in the monthly charge, and a two-year service agreement is required. If you cancel service, you may be charged a subsidy repayment (1/20th of subsidy per month remaining).	\$53.00	\$45.05
Government Unlimited for Phones w/Device Subsidy 1.0 Level 3	Unlimited talk, text, and data on our advanced network with no data overages. You can also call, text, and use up to 5GB of 4G LTE data in Mexico and Canada at no extra charge. You get unlimited text and 2G data roaming in more than 210 countries and destinations, unlimited domestic data roaming and unlimited video streaming at DVD quality, 11GB of 4G LTE hotspot data (with unlimited max 3G hotspot speeds thereafter), free texting and a free hour of Wi-Fi on Gogo-enabled flights—all included at no extra charge. During congestion, a small fraction of customers using >50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization. Coverage not available in some areas. Subsidy plans include part or all of the cost of a phone in the monthly charge, and a two-year service agreement is required. If you cancel service, you may be charged a subsidy repayment (1/20th of subsidy per month remaining).	\$64.00	\$54.40
Government Unlimited for Phones Data	Unlimited 4G LTE Data feature with 21GB Hotspot	\$10.00	\$8.50

Service or Feature	Description	Commercially Available Price per Line/Month	Monthly Recurring Cost/Line (After Eligible Contract Discount)
Feature w/21GB Hotspot			
Government Unlimited for Phones Data Feature w/31GB Hotspot	Unlimited 4G LTE Data feature with 31GB Hotspot	\$15.00	\$12.75
Government Unlimited for Phones Data Feature w/41GB Hotspot	Unlimited 4G LTE Data feature with 41GB Hotspot	\$25.00	\$21.25
Mobile Internet Plans			
Simple Choice Unlimited Mobile Internet Data for Government w/2GB 4G LTE Data	High-speed data in the U.S. - plus use up to 5GB of your high-speed data in Canada and Mexico at no extra charge. Up to 2 GB of monthly high-speed mobile internet access. Speeds slowed to up to 2G speeds after 2 GB. No annual service contract. No overages. Unlimited international web while roaming in 210+ countries & destinations. Including Binge On - optimized video streaming (typically streams at 480p) AND stream unlimited video on popular services like Netflix, HBO NOW, Hulu and more without using your high-speed data. Includes Data Stash which rolls your unused on-network 4G LTE data into your Data Stash bucket up to 20GB that must be used within 12mos. Stream unlimited music on services like Pandora, iHeartRadio and more without counting against your 4G LTE data on our network. On all T-Mobile plans, during congestion, the small fraction of customers using >50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization.	\$10.00	\$10.00
Government Unlimited 4G LTE Mobile Internet Data	Unlimited 4G LTE High-speed Mobile Internet Data; Unlimited domestic messaging; Domestic data roaming; Simple Global; Stateside International Unlimited Texting; For use with Tablets/Hotspots/Routers/Modems	\$35.00	\$29.75

Service or Feature	Description	Commercially Available Price per Line/Month	Monthly Recurring Cost/Line (After Eligible Contract Discount)
Government Unlimited Mobile Internet for Tablets w/11GB Hotspot	Unlimited texting and 4G LTE data on our advanced network with no annual service contracts or data overages. You also get 11GB of 4G LTE hotspot data (with unlimited max 3G hotspot speeds thereafter), as well as texting and up to 5GB of 4G LTE data in Mexico and Canada. Plus, you get unlimited texting and 2G data roaming in 210+ countries and destinations and unlimited video streaming at DVD quality -- all at no extra charge. During congestion, a small fraction of customers using >50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization. Coverage not available in some areas.	\$23.50	\$19.98
Government Unlimited Mobile Internet for Tablets w/21GB Hotspot	Unlimited texting and 4G LTE data on our advanced network with no annual service contracts or data overages. You also get 21GB of 4G LTE hotspot data (with unlimited max 3G hotspot speeds thereafter), as well as texting and up to 5GB of 4G LTE data in Mexico and Canada. Plus, you get unlimited texting and 2G data roaming in 210+ countries and destinations and unlimited video streaming at DVD quality. During congestion, a small fraction of customers using >50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization. Coverage not available in some areas	\$35.00	\$29.75
Government Unlimited Mobile Internet for Tablets w/31GB Hotspot	Unlimited texting and 4G LTE data on our advanced network with no annual service contracts or data overages. You also get 31GB of 4G LTE hotspot data, up to double the 2G data roaming speed of our standard plan in 210+ countries and destinations, and unlimited HD video. During congestion, a small fraction of customers using >50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization. Coverage not available in some areas.	\$40.50	\$34.43
Government Unlimited Mobile Internet for Tablets w/41GB Hotspot	Unlimited texting and 4G LTE data on our advanced network with no annual service contracts or data overages. You also get 41GB of 4G LTE hotspot data, up to double the 2G data roaming speed of our standard plan in 210+ countries and destinations, and unlimited HD video. During congestion, a small fraction of customers using >50GB/mo. may notice	\$52.50	\$44.63

Service or Feature	Description	Commercially Available Price per Line/Month	Monthly Recurring Cost/Line (After Eligible Contract Discount)
	reduced speeds until next bill cycle due to data prioritization. Coverage not available in some areas.		
Geotab Fleet Management for Government Plans			
Geotab Fleet Management Base Plan for Government TE	GPS location, VIN, Driver ID, and basic IOX support worldwide	\$15.00	\$12.75
Geotab Fleet Management Regulatory Plan w/HOS for Government TE	Hours of Service, IFTA and Temperature Monitoring functionality over the Base plan. Geared toward assisting fleets in meeting a range of compliance regulations in the USA and Canada	\$23.50	\$19.98
Geotab Fleet Management Pro Plan TE	The functionality of the Regulatory plan and support for engine and accelerometer data worldwide	\$29.00	\$24.65
Geotab Fleet Management Pro Plus Plan TE (approval required)	The ProPlus plan offers the greatest functionality, including Active Tracking, a lifetime warranty, and premium services including EV data worldwide. Minimum 100 lines	\$21.47	\$18.25
Machine to Machine Unlimited Data			
Machine to Machine Unlimited Data (128kbps) w/Text	Machine-to-machine use. The data speed is limited to a maximum of 128 kbps. Includes 200mb of domestic roaming data and 500 SMS. This plan does not support voice calling.	\$5.00	\$5.00
Machine to Machine Unlimited Data (512kbps) w/text	Machine-to-machine use. The data speed is limited to a maximum of 512 kbps. Includes 200mb of domestic roaming data and 500 SMS. This plan does not support voice calling.	\$10.00	\$10.00
EmpowerED Program Plans			
EmpowerED 2.0 Program 2GB Mobile Internet	Unlimited data (speeds slow at 2GB); Unlimited messaging; Smartphone Mobile Hotspot (speeds slow at 2GB); Binge On; Domestic data roaming; Simple Global; All recurring taxes and fees included in MRC	\$0.00	\$0.00

Service or Feature	Description	Commercially Available Price per Line/Month	Monthly Recurring Cost/Line (After Eligible Contract Discount)
EmpowerED 2.0 Program 2GB Mobile Internet	Unlimited data (speeds slow at 2GB); Unlimited messaging; Smartphone Mobile Hotspot (speeds slow at 2GB); Binge On; Domestic data roaming; Simple Global; Music Freedom; All recurring taxes and fees included in MRC	\$10.00	\$10.00
EmpowerED 2.0 Program Unlimited 4G LTE Mobile Internet	Unlimited 4G LTE Data; Unlimited Messaging; Binge On; Domestic data roaming; Simple Global; Stateside International Unlimited Texting; Music Freedom; All recurring taxes and fees included in MRC	\$20.00	\$20.00
EmpowerED 2.0 Program Unlimited Hotspot	Unlimited 4G LTE Data; Unlimited Messaging; Binge On; Domestic data roaming; Simple Global; Stateside International Unlimited Texting; Music Freedom; All recurring taxes and fees included in MRC	\$20.00	\$20.00
EmpowerED Program Unlimited Voice with Unlimited Hotspot	Unlimited Data (speeds slow at 3GB allotment for limited bucket plan); Unlimited Mobile Hotspot (speeds slow at 3GB allotment for limited bucket plan); Unlimited Voice; 200MB Domestic data roaming; Simple Global; Optional content filter: GEDFLTER0 - for filtering content; Non-geographic phone number; Tax Exclusive; For use with Samsung A11, A10e, A20, Moto E6, and LG Aristo 4+ only.	\$25.00	\$25.00
Government Private Static IP Mobile Internet for EmpowerEd only	Government Private Static IP Mobile Internet. Customized setup on devices needed.	\$0.00	\$0.00
Gov Edu Web Filtering	Web Content Filtering for Government	\$0.00	\$0.00
Business EDU Web Filtering	Web Content Filtering for Business & Government	\$1.00	\$1.00
Project 10Million Plans			
Project 10Million TFB 100 GB Per Year Program Plan (NSLP)	100 GB data per year. Choice of P10M Mobile hotspot device or SIM card included and discount for select WiFi devices. For eligible NSLP student household only. Subject to annual state allotment and Education PM approvals. 5-year T-Mobile commitment.	\$0.00	\$0.00

Service or Feature	Description	Commercially Available Price per Line/Month	Monthly Recurring Cost/Line (After Eligible Contract Discount)
Project 10Million TFB 100 GB Per Month Program Plan (NSLP)	100 GB data per month. Choice of P10M Mobile hotspot device or SIM card included and discount for select WiFi devices. For eligible NSLP student household only. Subject to annual state allotment and Education PM approvals. 5-year T-Mobile commitment.	\$12.00	\$12.00
Project 10Million Unlimited Program Plan (NSLP)	Unlimited data per month. Choice of P10M Mobile hotspot device or SIM card included and discount for select WiFi devices. For eligible NSLP student household only. Subject to annual state allotment and Education PM approvals. 5-year T-Mobile commitment.	\$15.00	\$15.00
Project 10Million TFB 100 GB Per Month General Rate Plan (NSLP & Non-NSLP)	100 GB data per month (2-year commitment). Choice of P10M Mobile hotspot device or SIM card included and discount for select WiFi devices.	\$12.00	\$12.00
Project 10Million General Unlimited Plans (NSLP & Non-NSLP)	Unlimited data per month (2-year commitment). Choice of P10M Mobile hotspot device or SIM card included and discount for select WiFi devices.	\$15.00	\$15.00
Project 10Million General Unlimited Plan (NSLP & Non-NSLP)	Unlimited data per month (1-year commitment). Choice of P10M Mobile hotspot device or SIM card included and discount for select WiFi devices.	\$20.00	\$20.00
Project 10Million General Unlimited Plan (NSLP & Non-NSLP)	Unlimited data per month (Month-to-Month Term). Choice of P10M Mobile hotspot device or SIM card included and discount for select WiFi devices.	\$25.00	\$25.00
Education Only Teacher Subsidy Plans			

Service or Feature	Description	Commercially Available Price per Line/Month	Monthly Recurring Cost/Line (After Eligible Contract Discount)
Teacher Plans - Subsidy Level 1	<ul style="list-style-type: none"> • Eligible K-12 or higher ED teachers, administrators, school staff. • Unlimited talk, text, and unlimited data while on our network with no overages. • Unlimited HS included at no extra charge. • Equipment subsidy \$180. • During congestion, a small fraction of customers using >50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization. • Coverage not available in some areas. • Subsidy plans include part or all of the cost of a phone in the monthly charge, and a two-year service agreement is required. If you cancel service, you may be charged a subsidy repayment (1/20th of subsidy per month remaining). 	\$35.00	\$29.75
Teacher Plans - Subsidy Level 2	<ul style="list-style-type: none"> • Eligible K-12 or higher ED teachers, administrators, school staff. • Unlimited talk, text, and unlimited data while on our network with no overages. • Unlimited HS included at no extra charge. • Equipment subsidy \$400. • During congestion, a small fraction of customers using >50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization. • Coverage not available in some areas. • Subsidy plans include part or all of the cost of a phone in the monthly charge, and a two-year service agreement is required. If you cancel service, you may be charged a subsidy repayment (1/20th of subsidy per month remaining). 	\$47.00	\$39.95
Gov Edu Web Filtering	Web Content Filtering for Government Teacher Plan	\$0.00	\$0.00
First Responder Voice Plans			
Connecting Heroes Unlimited \$0	Unlimited talk, text, and unlimited data while on our network with no overages. Includes 1GB of high-speed mobile hotspot data, then unlimited hotspot data at 3G speeds. Unlimited talk, text, and up to 5GB of 4G LTE data in Mexico and Canada, then data at speeds up to 128kbps. Additional international features available for purchase. Coverage not	\$0.00	\$0.00

Service or Feature	Description	Commercially Available Price per Line/Month	Monthly Recurring Cost/Line (After Eligible Contract Discount)
	available in some areas. Not Subject to the fair usage prioritization threshold		
Connecting Heroes AMP Unlimited \$15	Connecting Heroes features plus 20GB of high-speed mobile hotspot data, then unlimited hotspot data at 3G speeds. Unlimited texting and data at up to 256kbps when traveling abroad in 210+ countries and destinations. Unlimited texting and in-flight Wi-Fi on Gogo®-enabled flights. Unlimited talk, text, and up to 5GB of 4G LTE data in Mexico and Canada, then data speeds at up to 256 kbps. Name ID and Voicemail to Text. Video streams at up to 1080p when HD video is activated. Coverage not available in some areas. Not Subject to the fair usage prioritization threshold	\$15.00	\$15.00
First Responder Unlimited Talk and Text with 2GB or 6GB 4G LTE Data	Unlimited talk, text and data while on our network with no overages or annual service contracts.; Starting with up to 2GB 4G LTE data per month. Additional data available at 6GB 4G LTE data.	\$15.00	\$12.75
2GB 4G LTE Data Feature for First Responder Unlimited Talk and Text	2GB 4G LTE & Smartphone Mobile Hotspot (SMHS) data on your smartphone while on our network. No overage fees.	\$0.00	\$0.00
6GB 4G LTE Data Feature for First Responder Unlimited Talk and Text	6GB 4G LTE & Smartphone Mobile Hotspot (SMHS) data on your smartphone while on our network. No overage fees.	\$15.00	\$12.75
First Responder Unlimited for Phones	Unlimited talk, text, and data on our advanced network with no annual service contracts or data overages. You can also call, text, and use up to 5GB of 4G LTE data in Mexico and Canada at no extra charge. You get unlimited texting and 2G data roaming in more than 210 countries and destinations, unlimited domestic data roaming and unlimited video streaming at DVD quality, 11GB of 4G LTE hotspot data (with unlimited max 3G hotspot	\$34.00	\$28.90

Service or Feature	Description	Commercially Available Price per Line/Month	Monthly Recurring Cost/Line (After Eligible Contract Discount)
	speeds thereafter), free texting and a free hour of Wi-Fi on Gogo-enabled flights—all included at no extra charge. Coverage not available in some areas.		
First Responder Unlimited for Phones w/Device Subsidy 1.0 Level 1	Unlimited talk, text, and data on our advanced network with no annual service contracts or data overages. You can also call, text, and use up to 5GB of 4G LTE data in Mexico and Canada at no extra charge. Unlimited texting and 2G data roaming in more than 210 countries and destinations, unlimited domestic data roaming and unlimited video streaming at DVD quality, 11GB of 4G LTE hotspot data (with unlimited max 3G hotspot speeds thereafter), free texting and a free hour of Wi-Fi on Gogo-enabled flights—all included at no extra charge. Coverage not available in some areas. Subsidy plans include part or all of the cost of a phone in the monthly charge, and a two-year service agreement is required. If you cancel service, you may be charged a subsidy repayment (1/20th of subsidy per month remaining).	\$46.00	\$39.10
First Responder Unlimited for Phones w/Device Subsidy 1.0 Level 2	Unlimited talk, text, and data on our advanced network with no annual service contracts or data overages. You can also call, text, and use up to 5GB of 4G LTE data in Mexico and Canada at no extra charge. Unlimited texting and 2G data roaming in more than 210 countries and destinations, unlimited domestic data roaming and unlimited video streaming at DVD quality, 11GB of 4G LTE hotspot data (with unlimited max 3G hotspot speeds thereafter), free texting and a free hour of Wi-Fi on Gogo-enabled flights—all included at no extra charge. Coverage not available in some areas. Subsidy plans include part or all of the cost of a phone in the monthly charge, and a two-year service agreement is required. If you cancel service, you	\$58.00	\$49.30

Service or Feature	Description	Commercially Available Price per Line/Month	Monthly Recurring Cost/Line (After Eligible Contract Discount)
	may be charged a subsidy repayment (1/20th of subsidy per month remaining).		
First Responder Unlimited for Phones w/Device Subsidy 1.0 Level 3	Unlimited talk, text, and data on our advanced network with no annual service contracts or data overages. You can also call, text, and use up to 5GB of 4G LTE data in Mexico and Canada at no extra charge. Unlimited texting and 2G data roaming in more than 210 countries and destinations, unlimited domestic data roaming and unlimited video streaming at DVD quality, 11GB of 4G LTE hotspot data (with unlimited max 3G hotspot speeds thereafter), free texting and a free hour of Wi-Fi on Gogo-enabled flights. Coverage not available in some areas. Subsidy plans include part or all of the cost of a phone in the monthly charge, and a two-year service agreement is required. If you cancel service, you may be charged a subsidy repayment (1/20th of subsidy per month remaining).	\$69.00	\$58.65
First Responder Unlimited for Phones Data Feature w/11 GB Hotspot	Unlimited 4G LTE data feature to be used with Government First Responder Unlimited for Phones. Includes 11GB of 4G LTE Mobile Hotspot.	\$0.00	\$0.00
First Responder Unlimited for Phones Data Feature w/21 GB Hotspot	Unlimited 4G LTE data feature to be used with Government First Responder Unlimited for Phones. Includes 21GB of 4G LTE Mobile Hotspot.	\$10.00	\$8.50
First Responder Unlimited for Phones Data	Unlimited 4G LTE data feature to be used with Government Unlimited for Phones. Includes 31GB of 4G LTE Mobile Hotspot.	\$15.00	\$12.75

Service or Feature	Description	Commercially Available Price per Line/Month	Monthly Recurring Cost/Line (After Eligible Contract Discount)
Feature w/31 GB Hotspot			
First Responder Unlimited for Phones Data Feature w/41 GB Hotspot	Unlimited high-speed LTE data feature to be used with Government Unlimited for Phones. Includes 41GB of 4G LTE Mobile Hotspot.	\$25.00	\$21.25
First Responder Data Plans			
First Responder Unlimited 4G LTE Mobile Internet	Unlimited 4G Mobile Hotspot data while on our network with no overages or annual service contracts. Up to 5GB LTE data in Canada and Mexico, then unlimited at 2G speeds.	\$40.00	\$34.00
First Responder Unlimited 4G LTE Mobile Internet for Tablets, 11GB hotspot	Unlimited texting and 4G LTE data on our advanced network with no annual service contracts or data overages. You also get 11GB of 4G LTE hotspot data (with unlimited max 3G hotspot speeds thereafter), as well as texting and up to 5GB of 4G LTE data in Mexico and Canada. Plus, you get unlimited texting and 2G data roaming in 210+ countries and destinations and unlimited video streaming at DVD quality -- all at no extra charge. Coverage not available in some areas.	\$28.50	\$24.23
First Responder Unlimited 4G LTE Mobile Internet for Tablets, 21GB hotspot	Unlimited texting and 4G LTE data on our advanced network with no annual service contracts or data overages. You also get 21GB of 4G LTE hotspot data (with unlimited max 3G hotspot speeds thereafter), as well as texting and up to 5GB of 4G LTE data in Mexico and Canada. Plus, you get unlimited texting and 2G data roaming in 210+ countries and destinations and unlimited video streaming at DVD quality -- all at no extra charge. Coverage not available in some areas.	\$40.50	\$34.43
First Responder Unlimited 4G LTE Mobile Internet for Tablets, 31 GB hotspot	Unlimited texting and 4G LTE data on our advanced network with no annual service contracts or data overages. You also get 31GB of 4G LTE hotspot data (with unlimited max 3G hotspot speeds thereafter), as well as texting and up to 5GB of 4G LTE data in Mexico and Canada. Plus, you get unlimited texting and 2G data roaming in 210+ countries and destinations and unlimited video streaming at DVD	\$45.50	\$38.68

Service or Feature	Description	Commercially Available Price per Line/Month	Monthly Recurring Cost/Line (After Eligible Contract Discount)
	quality -- all at no extra charge. Coverage not available in some areas.		
First Responder Unlimited 4G LTE Mobile Internet for Tablets, 41 GB hotspot	Unlimited texting and 4G LTE data on our advanced network with no annual service contracts or data overages. You also get 41GB of 4G LTE hotspot data (with unlimited max 3G hotspot speeds thereafter), as well as texting and up to 5GB of 4G LTE data in Mexico and Canada. Plus, you get unlimited texting and 2G data roaming in 210+ countries and destinations and unlimited video streaming at DVD quality -- all at no extra charge. Coverage not available in some areas.	\$57.50	\$48.88
Features			
Government Public Static IP Voice	Government Public Static IP Voice, MMS & tethering not supported. Customized setup on devices needed.	\$2.00	\$2.00
Government Public Static IP Mobile Internet	Government Public Static IP Mobile Internet. Customized setup on devices needed.	\$2.00	\$2.00
SMARSH Message Archiving	Capture, Archive, and Search Mobile Text Messages	\$5.00	\$5.00

***Requirements for the Government Unlimited Rate Plan with Subsidy Allowance and First Responder Government Rate Plan with Subsidy Allowance - Smartphones**

- 1) For the Subsidy to be effective, Customer will activate a line of Service under its Master Account. Each line of Service must be activated and maintained for at least 24 months from the date of activation without any suspension or termination of any line of Service (the “**Subsidy Term**”);
- 2) Each line of Service must remain active, without suspension, for a 90-day period following the activation (“**Minimum Activations Period**”);
- 3) Each line of Service must be activated in accordance with the terms of the Agreement;
- 4) Each line of Service which is activated under the Master Account can only qualify once for a device subsidy during the Initial Term;

- 5) The subsidy cannot be combined with any other discounts, credits or promotional offers; and
- 6) Customer's account with T-Mobile must be in good standing to receive the subsidy.

Minimum Activation Period/Termination. If any line of Service that received a Subsidy or any other future credit that T-Mobile may agree to provide to Customer is terminated prior to the end of the Subsidy Term, then Customer agrees to pay or reimburse T-Mobile the pro rata portion of the Subsidy that has been credited by T-Mobile to the Customer for each terminated line of Service (for purposes of illustration only, if Customer terminates the applicable line 12 months following activation, and if T-Mobile has issued a subsidy of \$150 for such line, then Customer will reimburse T-Mobile \$75 (i.e. 50% [12/24 months] X \$150) for such terminated line). Customer may either (i) pay T-Mobile the aggregate amount of issued subsidy for terminated lines of Service which are terminated before the end of the Subsidy Term within 30 days of termination of the affected lines of Service; or (ii) T-Mobile may charge Customer for the Activation Credits issued for each terminated lines of Service and Customer agrees to pay T-Mobile for the Subsidy issued to Customer for the terminated lines within 30 days of issuance of notice by T-Mobile.

* EmpowerED Program Plans are available to elementary, middle, high schools, and school districts across the U.S. The eligibility criteria and EmpowerED Program offers are posted here: <https://www.t-mobile.com/business/education/empowered2>.

Requirements to qualify for Subsidy allowance under EmpowerED Program:

- For the Device Discount/Subsidy to be effective, Customer must purchase a Device from T-Mobile with an activated line of Service based on the EmpowerED rate plan listed under its Master Account. Each line of Service must be activated and maintained for at least the Term without any suspension or termination of any line of Service that received the Device Discount/Subsidy (the “**Device Discount/Subsidy Term**”);
- Customer agrees that it cannot change or move the lines of Service with a Device Discount/Subsidy to a rate plan with a different or lower Rate Plan during the Device Discount/Subsidy Term and if it does, Customer will reimburse T-Mobile for a pro rata portion of the Device Discount/Subsidy received for each month remaining in the Device Discount/Subsidy Term.
- Each line of Service and each Device purchased must be activated in accordance with the terms of the Master Agreement;
- This Device Discount/Subsidy cannot be combined with any other discount or promo offers;
- Customer's account must remain in good standing with T-Mobile to receive the Device Discount/Subsidy; and
- Lines of Service that are terminated or suspended (without reactivation) within the Device Discount/Subsidy Term will be subject to repayment of the Device Discount/Subsidy. Customer may suspend lines during the summer months while Customer is not in session; however, the terms for those lines will be extended to qualify for the Device Discount/Subsidy Term, and the months while the lines are suspended will not qualify to meet the Device Discount/Subsidy Term.

***Project 10Million**

Limited time offer; subject to change. Available lines are limited. Intended for student mobile connectivity. Must verify student National School Lunch Program eligibility. 1 offer per household. Confirm your program can accept free equipment and/or service. Roaming not available. Annual data service ends at earlier of 100GB or 365 days; monthly data service ends at 100GB on \$12 plan. Excessive switching between data allotments may be limited. Monthly Regulatory Programs (RPF) & Telco Recovery Fee (TRF) totaling \$1.16 per data only line (\$0.15 for RPF & \$1.01 for TRF) apply for paid plans. Video streams at up to 1.5Mbps. Optimization may affect speed of video downloads; does not apply to video uploads. For best performance, leave any video streaming applications at their default automatic resolution setting. Coverage not available in some areas. Network Management: Service may be slowed, suspended, terminated, or restricted for misuse, abnormal use, interference with our network or ability to provide quality service to other users, or significant roaming. During congestion the small fraction of customers using >50GB/mo. may notice reduced speeds until next monthly cycle due to data prioritization. See T-Mobile.com/OpenInternet for details. See Terms and Conditions (including arbitration provision) at www.T-Mobile.com for additional information.

***Teacher Plans**

24 months consecutive service on qualifying plan required for device subsidy pricing; if any line receiving a device subsidy is cancelled, suspended, or changed to a lower-priced rate plan, you may be charged a subsidy repayment (1/24th of subsidy per month remaining in the subsidy term). Tax on pre-subsidy price of device due at sale. For individual educator use; not for classroom

connectivity. Qualifying government account, credit approval, deposit, and \$25 SIM starter kit or, in stores & on customer service calls, \$20 upgrade support charge may be required. Monthly Regulatory Programs (RPF) & Telco Recovery Fee (TRF) totaling \$3.18 per voice line (\$0.60 for RPF & \$2.58 for TRF) applies; taxes/fees approx. 6-28% of bill where applicable. Unlimited talk & text features for direct communications between 2 people; others (e.g., conference & chat lines, etc.) may cost extra. Unlimited high-speed data US only. In Canada/Mexico, up to 5GB high-speed data then unlimited at up to 128kbps. Not available for hotspots and some other data-first devices. **Video streams** at up to 1.5Mbps. Optimization may affect speed of video downloads; does not apply to video uploads. For best performance, leave any video streaming applications at their default automatic resolution setting. Optional educational filtering may prevent some video streaming or other content. **Not for extended international use; primary usage must occur on our network.** Device must register on our network before international use. Service may be terminated or restricted for excessive roaming. We are not responsible for our partners' networks. **Coverage** not available in some areas. **Network Management:** Service may be **slowed, suspended, terminated, or restricted** for misuse, abnormal use, interference with our network or ability to provide quality service to other users, or significant roaming. During congestion, customers on this plan using >50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization. See T-Mobile.com/OpenInternet for details. See Terms and Conditions at www.T-Mobile.com for additional information.

*First Responder plans (excluding Connecting Heroes) are restricted to qualifying state government, local government and tribal government fire, police, and EMS agencies who verify eligibility. Minimum qualification is meeting one of the following NAICS Codes [(i) Police Protection 922120, (ii) Fire Protection 922160, (iii) Ambulance Services 621910). Final eligibility determinations are in T-Mobile's discretion.

**Connecting Heroes plans not eligible for any aggregate volume discount; \$15 price does not include applicable taxes, fees and surcharges. Video typically streams on smartphone/tablet at DVD quality (480p). Coverage not available in some areas and may be impacted by emergencies; check your response area. Monthly Regulatory Programs (RPF) & Telco Recovery Fee (TRF) totaling \$3.18 per voice line (\$0.60 for RPF & \$2.58 for TRF) applies to \$15 plan; taxes/fees approx. 0–19% of bill. Unlimited talk & text features for direct communications between 2 people; others (e.g., conference & chat lines, etc.) may cost extra; additional costs posted here: <https://www.t-mobile.com/support/account/out-of-plan-phone-numbers>. Unlimited high-speed data US only. In Canada/Mexico, up to 5GB high-speed data then unlimited at up to 128kbps. Additional international features available for purchase. Not available for hotspots and some other data-first devices. On \$0 plan, video streams at up to 1.5Mbps unless you add Plus. Optimization may affect speed of video downloads; does not apply to video uploads. For best performance, leave any video streaming applications at their default automatic resolution setting. Tethering: 1GB high-speed data (20GB with Plus) then unlimited on our network at max 3G speeds. For the small fraction of customers using >50GB/mo., primary data usage must be on smartphone or tablet. Network Management: Program/Service may be slowed, suspended, terminated, or restricted for interference with our network or ability to provide quality service to other users or abusive/excessive use. On-device usage is prioritized over tethering usage, which may result in higher speeds for data used on device. See T-Mobile.com/OpenInternet for details. See Terms and Conditions at www.T-Mobile.com for additional information.

**Connecting Heroes plans are restricted to qualifying state government, local government and tribal government fire, police, and EMS agencies who verify eligibility. Final eligibility determinations are in T-Mobile's discretion. Meeting one of the following NAICS Codes is required, but is not the sole basis for eligibility: Police Protection 922120 Fire Protection 922160, Ambulance Safety Services 621910. Additionally, qualifying in one of the following subcategories is required:

- Police, fire, or emergency medical services first responders
- Public safety or law enforcement command -Police, sheriff, fire, or emergency medical services
- Police or fire chiefs and their staff -Police or fire field command
- Police or fire dispatch -911 call centers

**Total Line Eligibility and Line Limits for Connecting Heroes. Customer may be subject to a limit on lines using either, or a combination of both, the \$0 and \$15 rate plans ("Line Limit"). Line Limits are based on number of personnel performing first responder functions as described herein ("Qualifying Headcount"). By way of example only, Qualifying Headcount will include, but will not be limited to, firefighters, EMTs, police officers, and dispatchers, but will not include, by way of example only, maintenance staff and office staff. In its sole discretion, T-Mobile will review the Customer's Line Limit based on Customer's Qualifying Headcount. T-Mobile may request documentation from Customer relating to its Qualifying Headcount. T-Mobile may also re-verify Customer's Qualifying Headcount on a regular basis during the Term of the Addendum. Changes in Customer's Qualifying Headcount may affect Customer's total Line Limit.

*****SMARSH:** Qualifying credit, service, activation, and one license per line required. Subject to third party license and service terms; visit www.smarsh.com for details. Coverage not available in some areas. See Terms and Conditions (including arbitration provision) at www.T-Mobile.com.

Customer's use of the MyGeotab Application is subject to acceptance of the Geotab End User Agreement Terms and Conditions presented to Customer upon first log-in to the MyGeotab Application ("Geotab Terms"). Customer may log-in to the MyGeotab Application at <http://my.geotab.com>.

General Rate Plan Terms and Conditions: On all T-Mobile plans, for the small fraction of customers using >50GB/mo., primary data usage must be on smartphone or tablet. Smartphone and tablet usage is prioritized over Mobile Hotspot Service (tethering) usage, which may result in higher speeds for data used on smartphones and tablets. Not all features available on all devices. Unlimited talk & text features for direct communications between 2 people. Not for extended international use; you must reside in the U.S. and primary usage must occur on our network. Device must register on our network before international use.

Tethering: Tethering at max 3G. Service may be terminated or restricted for excessive roaming.

Simple Global: Usage may be taxed in some countries. Calls from Simple Global countries over Wi-Fi are \$.20/min. (no charge for Wi-Fi calls to US, Mexico and Canada). Standard speeds approx. 128Kbps without Plus; with Plus approx. 256 Kbps. See <http://www.t-mobile.com/optional-services/roaming.html> for included countries and destinations. The list is subject to change at T-Mobile's discretion.

Stateside Int'l Talk: Calls must originate on T-Mobile's U.S. network or in Canada/Mexico. Rates and included countries vary and may change. On-network and U.S. roaming data allotments differ; includes 200 MB domestic roaming. Partial megabytes rounded up. Select companion smartphone and separate qualifying service on each device required.

Simple Choice North America General Terms: Additional usage taxed in some countries. Charges apply for calls to other countries. Call forwarding only to U.S. numbers. Partial minutes/megabytes rounded up. Full speeds available up to monthly allotment, including tethering (Unlimited on-smartphone 4G LTE data option includes 14 GB of tethering); then, slowed to up to 2G speeds through bill cycle. Certain uses, e.g., some speed test apps, may not count against high-speed data allotment or have speeds reduced after allotment reached. U.S. roaming and on-network data allotments differ; see your selected service for details.

Data Stash: Up to 20 GB of on-network data from past 12 months carries over to next billing cycle for as long as you maintain qualifying service. Coverage not available in some areas; we are not responsible for our partners' networks.

Network Management: Service may be slowed, suspended, terminated, or restricted for misuse, abnormal use, interference with our network or ability to provide quality service to other users, or significant roaming. See T-Mobile.com/OpenInternet for data management details.



Sourcewell RFP #080119 Wireless Services Pricing

Product Category	Product Description	Discounted Price
Wireless Services	Business Share Plus - Unlimited Voice and Text; 1 GB Shareable Data - Unsubsidized Feature Phones, Tablets all purchase types, Mobile Broadband all purchase types	\$15.00
Wireless Services	Business Share Plus - Unlimited Voice and Text; 3 GB Shareable Data - Unsubsidized Smartphones, Unsubsidized Feature Phones, Tablets all purchase types, Mobile Broadband all purchase types	\$20.00
Wireless Services	Business Share Plus - Unlimited Voice and Text; 5 GB Shareable Data - Unsubsidized Smartphones, Unsubsidized Feature Phones, Tablets all purchase types, Mobile Broadband all purchase types	\$30.00
Wireless Services	Business Share Plus - Unlimited Voice and Text; 1 GB Shareable Data -Subsidized Feature Phones	\$20.00
Wireless Services	Business Share Plus - Unlimited Voice and Text; 3 GB Shareable Data -Subsidized Feature Phones	\$25.00
Wireless Services	Business Share Plus - Unlimited Voice and Text; 3 GB Shareable Data - Subsidized Smartphones	\$45.00
Wireless Services	Business Share Plus - Unlimited Voice and Text; 5 GB Shareable Data -Subsidized Feature Phones	\$35.00
Wireless Services	Business Share Plus - Unlimited Voice and Text; 5 GB Shareable Data -Subsidized Smartphones	\$55.00
Wireless Services	Sprint Business Share Plus for Machine-to-Machine 10MB Shareable Data	\$3.00
Wireless Services	Sprint Business Share Plus for Machine-to-Machine 40MB Shareable Data	\$5.00
Wireless Services	Sprint Business Share Plus for Machine-to-Machine 100MB Shareable Data	\$8.00
Wireless Services	Sprint Public Sector All-In Smartphone – Green Plan - includes unlimited Anytime Minutes, unlimited Messages, Unlimited Sprint Data Access, Includes Data Roaming	\$39.99
Wireless Services	Sprint Public Sector All In Smartphone – Red Plus Hotspot - includes unlimited Anytime Minutes, unlimited Messages, Unlimited Sprint Data Access, Includes Data Roaming and 10GB of Hotspot	\$44.99
Wireless Services	Sprint Public Sector All In Smartphone – Blue Plus Hotspot - includes unlimited Anytime Minutes, unlimited Messages, Unlimited Sprint Data Access, Includes Data Roaming and 10GB of Hotspot	\$47.99



Sourcewell
RFP #080119
Wireless Services Pricing

Product Category	Product Description	Discounted Price
Wireless Services	Sprint Unlimited Series 65 – Plus Hotspot - includes unlimited Anytime Minutes, unlimited Messages, Unlimited Sprint Data Access, Includes Data Roaming and 10GB of Hotspot Price plan is only applicable for select devices including Samsung Galaxy J7, and other comparable devices to be agreed upon by the parties.	\$30.00
Wireless Services	Sprint Public Sector All In Smartphone – Yellow Plus Hotspot - includes unlimited Anytime Minutes, unlimited Messages, Unlimited Sprint Data Access, Includes Data Roaming and 10GB of Hotspot Price plan is only applicable for select devices including iPhone SE, and other comparable devices to be agreed upon by the parties. Once each of Customer's individual devices exceeds the plan's Hotspot limitation, Sprint will throttle Hotspot data speeds to 128kb for remainder of the billing cycle with no additional charges. Discretionary Credits are NOT permitted	\$37.00
Wireless Services	Sprint Secure (Secure Wi-Fi License MRC per subscription)	\$1.99
Wireless Services	Sprint Associate Pledge MRC	\$9.95
Wireless Services	Sprint Associate Pledge Smartview MRC	\$4.95
Wireless Services	Sprint Associate Pledge Professional Services NRC	\$500.00
Wireless Services	Sprint MultiLine (MRC per Line)	\$13.50
Wireless Services	Sprint MultiLine with SMS Recording (MRC per Line)	\$15.30
Wireless Services	Sprint MultiLine with SMS Recording, Sprint MultiLine SMS Opt-In and Sprint MultiLine SMS Redaction (MRC per Line)	\$18.00
Wireless Services	Sprint MultiLine with SMS and Voice Recording (MRC per Line)	\$22.50
Wireless Services	Sprint MultiLine with SMS and Voice Recording, Sprint MultiLine SMS Opt-In and Sprint MultiLine SMS Redaction (MRC per Line)	\$25.20
Wireless Services	Sprint MultiLine Unlimited International Calling and Text to Canada (Add-On MRC)	\$4.50



Sourcewell
RFP #080119
Wireless Services Pricing

Product Category	Product Description	Discounted Price
Wireless Services	Sprint MultiLine Unlimited International Calling and Text to 70+ Countries (Add-On MRC)	\$13.50
Wireless Services	SPRINT SECURE MOBILE VPN - MRC per Device	\$9.95
Wireless Services	SPRINT SECURE MOBILE VPN - Sprint Secure Mobile VPN Implementation NRC per Billing Account Number	\$500.00
Wireless Services	SPRINT SECURE MOBILE VPN - Sprint Secure Mobile VPN On-Site Professional Service NRC per Billing Account Number	\$1,500.00
Wireless Services	Utility Associates Bodyworn One-Time Charge/Set up Fee	\$800.00
Wireless Services	Utility Associates Bodyworn MRC	\$60.00
Wireless Services	Utility Associates Rocket IoT One-Time Charge/Set up Fee	\$1,350.00
Wireless Services	Utility Associates Rocket IoT MRC	\$30.00
Wireless Services	Utility Associates Sprint Data Access Plan MRC	\$30.00
Wireless Services	Utility Associates UA In-Vehicle Cameras Optional Add-On One-Time Charge/Set up Fee	\$1,450.00
Wireless Services	Utility Associates UA In-Vehicle Cameras Optional Add-On MRC	\$70.00
Wireless Services	Dialpad Standard MRC per line (1 year Term Required)	\$15.00
Wireless Services	Dialpad Pro MRC per line (1 year Term Required)	\$25.00
Wireless Services	Dialpad Enterprise MRC per line (1 year Term Required)	\$35.00



Sourcewell
RFP #080119
Wireless Services Pricing

Product Category	Product Description	Discounted Price
Wireless Services	Dialpad Additional Local Line MRC per line	\$5.00
Wireless Services	Dialpad Additional Toll-Free Line MRC per line	\$5.00
Wireless Services	Dialpad Fax Line MRC per line	\$10.00
Wireless Services	Dialpad Room Line MRC per line	\$15.00
Wireless Services	Dialpad Call Center-Pro MRC per line	\$35.00
Wireless Services	Dialpad Call Center-Enterprise MRC per line	\$55.00
Wireless Services	UberConference Standard - MRC PER UBERCONFERENCE SUBSCRIBER	\$10.00
Wireless Services	UberConference Toll Free - MRC PER UBERCONFERENCE SUBSCRIBER	\$20.00
Wireless Services	Sprint GOCANVAS Monthly Recurring Charge - Business	\$25.00
Wireless Services	Sprint GOCANVAS Annual Recurring Charge (Order quantity 1 – 19) - Business	\$264.00
Wireless Services	Sprint GOCANVAS Annual Recurring Charge (Order quantity 20 – 49) - Business	\$250.00
Wireless Services	Sprint GOCANVAS Annual Recurring Charge (Order quantity 50 - 99) - Business	\$231.00
Wireless Services	Sprint GOCANVAS Annual Recurring Charge (Order quantity 100 – 199) - Business	\$218.00
Wireless Services	Sprint GOCANVAS Annual Recurring Charge (Order quantity 200 +) - Business	\$200.00



Sourcewell RFP #080119 Wireless Services Pricing

Product Category	Product Description	Discounted Price
Wireless Services	Sprint GOCANVAS Monthly Recurring Charge - Professional	\$35.00
Wireless Services	Sprint GOCANVAS Annual Recurring Charge (Order quantity 1 – 19) - Professional	\$372.00
Wireless Services	Sprint GOCANVAS Annual Recurring Charge (Order quantity 20 – 49) - Professional	\$350.00
Wireless Services	Sprint GOCANVAS Annual Recurring Charge (Order quantity 50 - 99) - Professional	\$323.00
Wireless Services	Sprint GOCANVAS Annual Recurring Charge (Order quantity 100 – 199) - Professional	\$306.00
Wireless Services	Sprint GOCANVAS Annual Recurring Charge (Order quantity 200 +) - Professional	\$280.00
Wireless Services	GoCanvas Ancillary Service - Form Conversion NRC	\$1.00
Wireless Services	GoCanvas Ancillary Service - PDF Creation NRC	\$1.00
Wireless Services	GoCanvas Ancillary Service - Integration Support NRC	\$1.00
Wireless Services	Office 365 Business Essentials MRC PER END USER (1 Year Minimum Service Term)	\$5.00
Wireless Services	Office 365 Business MRC PER END USER (1 Year Minimum Service Term)	\$8.30
Wireless Services	Office 365 Business Premium MRC PER END USER (1 Year Minimum Service Term)	\$12.50
Wireless Services	G Suite Basic MRC PER END USER	\$6.00
Wireless Services	G Suite Business MRC PER END USER	\$12.00



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RFP #080119
Wireless Services Pricing

Product Category	Product Description	Discounted Price
Wireless Services	G Suite Enterprise MRC PER END USER	\$25.00
Wireless Services	G Suite Basic - Annual, Billed Monthly (MRC Per End User - 1 Year Minimum Service Term)	\$6.00
Wireless Services	G Suite Business - Annual, Billed Monthly (MRC Per End User - 1 Year Minimum Service Term)	\$12.00
Wireless Services	G Suite Enterprise - Annual, Billed Monthly (MRC Per End User - 1 Year Minimum Service Term)	\$25.00
Wireless Services	G Suite Basic - Annual Recurring Charge (ARC)	\$50.00
Wireless Services	G Suite Business - Annual Recurring Charge (ARC)	\$120.00
Wireless Services	G Suite Enterprise - Annual Recurring Charge (ARC)	\$300.00
Wireless Services	MOBI Starter - Voice Device, Smart Device, Cellular Enabled Tablets MRC	\$2.75
Wireless Services	MOBI Starter - Data Only Devices (Aircards / Connection Cards / WiFi Only Tablets) MRC	\$2.25
Wireless Services	MOBI Starter – M2M Devices, Pagers, Airave MRC	\$1.00
Wireless Services	MOBI Basic - Voice Device, Smart Device, Cellular Enabled Tablets MRC	\$3.75
Wireless Services	MOBI Basic - Data Only Devices (Aircards / Connection Cards / WiFi Only Tablets) MRC	\$3.00
Wireless Services	MOBI Basic – M2M Devices, Pagers, Airave MRC	\$1.50
Wireless Services	MOBI Complete - Voice Device, Smart Device, Cellular Enabled Tablets MRC	\$6.50



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RFP #080119
Wireless Services Pricing

Product Category	Product Description	Discounted Price
Wireless Services	MOBI Complete - Data Only Devices (WiFi Only Tablets) MRC	\$4.75
Wireless Services	MOBI Complete - Data Only Devices (Aircards / Connection Cards) MRC	\$4.25
Wireless Services	MOBI Complete – M2M Devices, Pagers, Airave MRC	\$2.50
Wireless Services	Mobile Device Management (“MDM”) Support and Features - Annual Support (Annual Recurring Charge)	\$66.00
Wireless Services	Mobile Device Management (“MDM”) Support and Features - Monthly Support MRC	\$5.50
Wireless Services	MOBII Upgrade/Add-On Options - Professional Services Per Hour	\$235.00
Wireless Services	MOBII Upgrade/Add-On Options - 24X7 Help Desk—Basic MRC	\$0.50
Wireless Services	MOBII Upgrade/Add-On Options - 24X7 Help Desk—Premium MRC	\$1.50
Wireless Services	MOBII Upgrade/Add-On Options - Line Discovery/Recovery Services (SMS) NRC	\$0.33
Wireless Services	MOBII Upgrade/Add-On Options - VIP Support MRC	\$1,000.00
Wireless Services	MOBI Device Provisioning/Kitting - Standard Kit NRC Plus Shipping	\$20.00
Wireless Services	MOBI Device Provisioning/Kitting - Premium Kit NRC Plus Shipping	\$33.00
Wireless Services	MOBI Device Provisioning/Kitting - Standard Return NRC Plus Shipping	\$12.00
Wireless Services	MOBI Device Provisioning/Kitting - Premium Return NRC Plus Shipping	\$20.00



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RFP #080119
Wireless Services Pricing

Product Category	Product Description	Discounted Price
Wireless Services	MOBI Full time equivalent on-site (minimum of 1 year) MRC	\$12,500.00
Wireless Services	MOBI Full time equivalent on-site for 1 week PER WEEK Plus expenses	\$3,400.00
Wireless Services	MOBI BYOD Managed Service only (No Help Desk) MRC	\$1.75
Wireless Services	MOBI BYOD Help Desk (M–F 8AM – 5PM) MRC	\$2.00
Wireless Services	MOBI BYOD Professional Services per HOUR	\$235.00
Wireless Services	MOBI BYOD Upgrade to 24X7 Help Desk – Basic MRC	\$0.50
Wireless Services	MOBI BYOD Upgrade to 24X7 Help Desk – Premium MRC	\$1.50
Wireless Services	Embedded Computing Connection and Router 1GB Plan MRC	\$7.00
Wireless Services	Embedded Computing Connection and Router 1GB Plan Overage Charge (On-Network) per GB	\$7.00
Wireless Services	Embedded Computing Connection and Router 1GB Plan Overage Charge (Data Roaming) per MB (Data Roaming limitation = 100MB)	\$0.25
Wireless Services	Mobile Broadband 2GB Plan MRC – Unsubsidized Only	\$10.00
Wireless Services	Mobile Broadband Unlimited Plan MRC – Unsubsidized Only (Unlimited for Acceptable Use)	\$22.99
Wireless Services	Mobile Broadband 2GB Plan – Unsubsidized Only Overage Charge (Data Roaming) per MB (Data Roaming limitation = 100MB)	\$0.25
Wireless Services	Mobile Broadband Unlimited Plan – Unsubsidized Only Overage Charge (Data Roaming) per MB (Data Roaming limitation = 300MB)	\$0.25



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RFP #080119
Wireless Services Pricing

Product Category	Product Description	Discounted Price
Wireless Services	Unlimited Mobile Broadband Plan MRC	\$29.99
Wireless Services	Unlimited Broadband Plan Overage Charge (Data Roaming) per MB (Data Roaming limitation = 300MB)	\$0.25
Wireless Services	Unlimited Tablet Plan	\$29.99
Wireless Services	Unlimited Tablet Plan Overage Charge (Data Roaming) per MB (Data Roaming limitation = 300MB)	\$0.25
Wireless Services	Public Sector Unlimited Feature Phone MRC	\$19.99
Wireless Services	Sprint Custom BYOD or Full SRP Feature Phone Plan MRC	\$9.99
Wireless Services	Sprint Custom BYOD or Full SRP Feature Phone Plan Cost per minute	\$0.06
Wireless Services	Non – Sprint Inventoried Embedded Computing Connection for Chromebook 2GB Plan MRC	\$8.00
Wireless Services	Non – Sprint Inventoried Embedded Computing Connection for Chromebook 15GB Plan MRC	\$15.00
Wireless Services	Non – Sprint Inventoried Embedded Computing Connection for Chromebook 15GB Pooled Plan MRC	\$15.00
Wireless Services	Non – Sprint Inventoried Embedded Computing Connection for Chromebook 2GB Plan Data Overage charge above Data Services limitation per MB	\$0.05
Wireless Services	Non – Sprint Inventoried Embedded Computing Connection for Chromebook 15GB Pooled Plan Data Overage charge above Data Services limitation per MB	\$0.05
Wireless Services	Non – Sprint Inventoried Embedded Computing Connection for Chromebook 2GB Plan Roaming Overage per MB (100 MB Roaming limit)	\$0.25
Wireless Services	Non – Sprint Inventoried Embedded Computing Connection for Chromebook 15GB Plan Roaming Overage per MB (100 MB Roaming limit)	\$0.25



Sourcewell RFP #080119 Wireless Services Pricing

Product Category	Product Description	Discounted Price
Wireless Services	Non – Sprint Inventoried Embedded Computing Connection for Chromebook 15GB Pooled Plan Roaming Overage per MB (100 MB Roaming limit)	\$0.25
Wireless Services	SPRINT SEASONAL STANDBY PLAN – For Chromebooks (MRC per Corporate Liable Active Unit)	\$5.00
Wireless Services	Non – Sprint Inventoried Embedded Computing Connection and Router Unlimited Plan MRC	\$29.99
Wireless Services	Non – Sprint Inventoried Embedded Computing Connection and Router Unlimited Plan Overage Charge (Data Roaming) per MB (Data Roaming limitation = 300MB)	\$0.25
Wireless Services	VMware AirWatch Express - Shared Cloud - Per Device - SaaS Basic Support - Subscription - 12 Monthly Payments MRC	\$2.58
Wireless Services	VMware AirWatch Express - Shared Cloud - Per Device - SaaS Basic Support - Subscription - 12 Month Prepaid MRC	\$30.90
Wireless Services	Basic Support/Subscription for VMware Workspace ONE Standard (Includes AirWatch) Perpetual: 1 Device (for add on of Shared or Managed Hosting Environments only) for 1 year ARC	\$13.02
Wireless Services	Basic Support/Subscription for VMware Workspace ONE Standard (Includes AirWatch) Perpetual: 1 User (for add on of Shared or Managed Hosting Environments only) for 1 year ARC	\$23.52
Wireless Services	Basic Support/Subscription for VMware Workspace ONE Advanced (Includes AirWatch) Perpetual: 1 Device (for add on of Shared or Managed Hosting Environments only) for 1 year ARC	\$23.52
Wireless Services	Basic Support/Subscription for VMware Workspace ONE Advanced (Includes AirWatch) Perpetual: 1 User (for add on of Shared or Managed Hosting Environments only) for 1 year ARC	\$46.83
Wireless Services	SPRINT FLAT RATE BUSINESS PLAN SDC PLUS INCLUDED - MRC	\$15.00
Wireless Services	SPRINT FLAT RATE BUSINESS PLAN SDC PLUS INCLUDED - PER MINUTE	\$0.06
Wireless Services	SPRINT FLAT RATE BUSINESS PLAN – Unsubsidized Only MRC	\$0.00
Wireless Services	SPRINT FLAT RATE BUSINESS PLAN – Unsubsidized Only PER MINUTE	\$0.06



Sourcewell
RFP #080119
Wireless Services Pricing

Product Category	Product Description	Discounted Price
Wireless Services	SPRINT FLAT RATE BUSINESS PLAN – Unsubsidized Only DIRECT CONNECT MRC	\$5.00
Wireless Services	SPRINT ENTERPRISE MESSAGING 10,000 Messages MRC	\$60.00
Wireless Services	SPRINT ENTERPRISE MESSAGING 100,000 Messages MRC	\$500.00
Wireless Services	SPRINT ENTERPRISE MESSAGING Unlimited Messages MRC	\$5,000.00
Wireless Services	SPRINT ENTERPRISE MESSAGING for EMG Originated SMS to Other Carriers 1,000 Messages MRC	\$60.00
Wireless Services	SPRINT ENTERPRISE MESSAGING for EMG Originated SMS to Other Carriers 1,000 Messages PER MESSAGE OVERAGE	\$0.06
Wireless Services	Sprint Enterprise Messenger Unlimited Messages MRC	\$1.99
Wireless Services	Sprint Secure Enterprise Messenger Unlimited Messages MRC	\$4.99
Wireless Services	Sprint Secure Mobile AI License SMB (MRC)	\$3.25
Wireless Services	Sprint Secure Mobile AI License ENT (MRC)	\$3.25
Wireless Services	Sprint Secure Mobile AI Dedicated (ARC - Annual Recurring Charge)	\$48,000.00
Wireless Services	Sprint Secure Mobile AI FR (ARC - Annual Recurring Charge)	\$120,000.00
Wireless Services	Sprint Secure Mobile AI On-prem (ARC - Annual Recurring Charge)	\$80,000.00
Wireless Services	Sprint Secure Mobile AI zIAP (MRC)	\$0.50



Sourcewell RFP #080119 Wireless Services Pricing

Product Category	Product Description	Discounted Price
Wireless Services	LMR Interoperability Support - Assisted RoIP NRC (Non Recurring Charge)	\$4,500.00
Wireless Services	LMR Interoperability Support - Managed RoIP NRC (Non Recurring Charge)	\$6,500.00
Wireless Services	LMR Interoperability Support - Upgrade charge for Customers migrating from Assisted to Managed	\$2,000.00
Wireless Services	Sprint Secure AI License (MRC)	\$25.00
Wireless Services	Sprint Secure AI License Dedicated (MRC)	\$22.50
Wireless Services	Sprint Secure AI Install (NRC)	\$10,000.00
Wireless Services	Sprint Secure AI Advanced Hunt Services (NRC)	\$70,000.00
Wireless Services	MACHINE-TO-MACHINE 150 KB MRC	\$1.00
Wireless Services	MACHINE-TO-MACHINE 1 MB MRC	\$1.50
Wireless Services	MACHINE-TO-MACHINE 10 MB MRC	\$3.00
Wireless Services	MACHINE-TO-MACHINE 40 MB MRC	\$5.00
Wireless Services	MACHINE-TO-MACHINE 100 MB MRC	\$5.50
Wireless Services	MACHINE-TO-MACHINE 1 GB MRC	\$8.00
Wireless Services	MACHINE-TO-MACHINE 4 GB MRC	\$18.99



Sourcewell RFP #080119 Wireless Services Pricing

Product Category	Product Description	Discounted Price
Wireless Services	MACHINE-TO-MACHINE 5 GB MRC	\$25.00
Wireless Services	MACHINE-TO-MACHINE 10 GB MRC	\$40.00
Wireless Services	MACHINE-TO-MACHINE 150 KB Overage PER MB	\$0.25
Wireless Services	MACHINE-TO-MACHINE 1 MB Overage PER MB	\$0.25
Wireless Services	MACHINE-TO-MACHINE 10 MB Overage PER MB	\$0.25
Wireless Services	MACHINE-TO-MACHINE 40 MB Overage PER MB	\$0.25
Wireless Services	MACHINE-TO-MACHINE 100 MB Overage PER MB	\$0.01
Wireless Services	MACHINE-TO-MACHINE 1 GB Overage PER MB	\$0.01
Wireless Services	MACHINE-TO-MACHINE 4 GB Overage PER MB	\$0.01
Wireless Services	MACHINE-TO-MACHINE 5 GB Overage PER MB	\$0.01
Wireless Services	MACHINE-TO-MACHINE 10 GB Overage PER MB	\$0.01
Wireless Services	MACHINE-TO-MACHINE 150 KB Data Roaming Overage PER MB (1MB Data Roaming Limitation)	\$1.00
Wireless Services	MACHINE-TO-MACHINE 1 MB Data Roaming Overage PER MB (1MB Data Roaming Limitation)	\$1.00
Wireless Services	MACHINE-TO-MACHINE 10 MB Data Roaming Overage PER MB (5MB Data Roaming Limitation)	\$1.00



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RFP #080119
Wireless Services Pricing

Product Category	Product Description	Discounted Price
Wireless Services	MACHINE-TO-MACHINE 40 MB Data Roaming Overage PER MB (25MB Data Roaming Limitation)	\$1.00
Wireless Services	MACHINE-TO-MACHINE 100 MB Data Roaming Overage PER MB (100MB Data Roaming Limitation)	\$0.25
Wireless Services	MACHINE-TO-MACHINE 1 GB Data Roaming Overage PER MB (100MB Data Roaming Limitation)	\$0.25
Wireless Services	MACHINE-TO-MACHINE 4 GB Data Roaming Overage PER MB (100MB Data Roaming Limitation)	\$0.25
Wireless Services	MACHINE-TO-MACHINE 5 GB Data Roaming Overage PER MB (300MB Data Roaming Limitation)	\$0.25
Wireless Services	MACHINE-TO-MACHINE 10 GB Data Roaming Overage PER MB (300MB Data Roaming Limitation)	\$0.25
Wireless Services	Third Party M2M Devices Gateway MRC	\$20.00
Wireless Services	Third Party M2M Devices Sensor MRC	\$9.00
Wireless Services	Third Party M2M Devices Data MRC (required if Customer's gateway selection is cellular)	\$10.00
Wireless Services	SPIREON FLEETLOCATE FLEET MANAGEMENT BASIC SOLUTION - UNBUNDLED DATA Web-Based Software MRC	\$15.00
Wireless Services	SPIREON FLEETLOCATE FLEET MANAGEMENT BASIC SOLUTION - UNBUNDLED DATA Set up Fee	\$59.99
Wireless Services	SPIREON FLEETLOCATE TRAILER MANAGEMENT SOLUTION-Based Software MRC (FL12 Trailer Device)	\$18.95
Wireless Services	SPIREON FLEETLOCATE TRAILER MANAGEMENT SOLUTION-Device Activation Fee (FL12 Trailer Device)	\$27.95
Wireless Services	SPIREON FLEETLOCATE POWERED ASSET SOLUTION - Web-Based Software MRC (FL12EQ Powered Asset Device)	\$18.95



Sourcewell
RFP #080119
Wireless Services Pricing

Product Category	Product Description	Discounted Price
Wireless Services	SPIREON FLEETLOCATE POWERED ASSET SOLUTION - Device Activation Fee (FL12EQ Powered Asset Device)	\$27.95
Wireless Services	SPIREON FLEETLOCATE ASSET SOLUTION Web-Based Software MRC	\$17.95
Wireless Services	SPIREON FLEETLOCATE ASSET SOLUTION Device Activation Fee	\$27.95
Wireless Services	SPIREON FLEETLOCATE FLEET MANAGEMENT STANDARD SOLUTION - UNBUNDLED DATA Web-Based Software MRC	\$23.95
Wireless Services	SPIREON FLEETLOCATE FLEET MANAGEMENT STANDARD SOLUTION - UNBUNDLED DATA Device Activation Fee	\$27.95
Wireless Services	SPIREON FLEETLOCATE FLEET MANAGEMENT STANDARD SOLUTION - UNBUNDLED DATA Garmin MRC	\$5.00
Wireless Services	SPIREON FLEETLOCATE FLEET MANAGEMENT STANDARD SOLUTION - UNBUNDLED DATA Garmin Activation Fee	\$24.00
Wireless Services	SPIREON FLEETLOCATE FLEET MANAGEMENT STANDARD SOLUTION - UNBUNDLED DATA Power Take off Tracking MRC	\$3.00
Wireless Services	SPIREON FLEETLOCATE FLEET MANAGEMENT STANDARD SOLUTION - UNBUNDLED DATA 1 minute - Frequent Pinging MRC	\$5.00
Wireless Services	SPIREON FLEETLOCATE FLEET MANAGEMENT STANDARD SOLUTION - UNBUNDLED DATA 30 second – Frequent Pinging MRC	\$10.00
Wireless Services	SPIREON FLEETLOCATE FLEET MANAGEMENT ADVANCED SOLUTION - UNBUNDLED DATA Web-Based Software MRC	\$20.63
Wireless Services	SPIREON FLEETLOCATE FLEET MANAGEMENT ADVANCED SOLUTION - UNBUNDLED DATA Set Up Fee	\$59.99
Wireless Services	SPIREON FLEETLOCATE FLEET MANAGEMENT ADVANCED SOLUTION - UNBUNDLED DATA Garmin MRC	\$0.00
Wireless Services	SPIREON FLEETLOCATE FLEET MANAGEMENT ADVANCED SOLUTION - UNBUNDLED DATA Power Take off Tracking MRC	\$0.00



Sourcewell
RFP #080119
Wireless Services Pricing

Product Category	Product Description	Discounted Price
Wireless Services	SPIREON FLEETLOCATE FLEET MANAGEMENT ADVANCED SOLUTION - UNBUNDLED DATA Drive ID MRC	\$0.00
Wireless Services	SPIREON FLEETLOCATE FLEET MANAGEMENT ADVANCED SOLUTION - UNBUNDLED DATA Go Talk MRC	\$0.00
Wireless Services	SPIREON FLEETLOCATE FLEET MANAGEMENT ADVANCED PLUS SOLUTION - UNBUNDLED DATA Web-Based Software MRC	\$23.10
Wireless Services	SPIREON FLEETLOCATE FLEET MANAGEMENT ADVANCED PLUS SOLUTION - UNBUNDLED DATA Set Up Fee	\$59.99
Wireless Services	SPIREON FLEETLOCATE FLEET MANAGEMENT ADVANCED PLUS SOLUTION - UNBUNDLED DATA Garmin MRC	\$0.00
Wireless Services	SPIREON FLEETLOCATE FLEET MANAGEMENT ADVANCED PLUS SOLUTION - UNBUNDLED DATA Power Take off Tracking MRC	\$0.00
Wireless Services	SPIREON FLEETLOCATE FLEET MANAGEMENT ADVANCED PLUS SOLUTION - UNBUNDLED DATA Drive ID MRC	\$0.00
Wireless Services	SPIREON FLEETLOCATE FLEET MANAGEMENT ADVANCED PLUS SOLUTION - UNBUNDLED DATA Active Tracking MRC	\$0.00
Wireless Services	SPIREON FLEETLOCATE FLEET MANAGEMENT ADVANCED PLUS SOLUTION - UNBUNDLED DATA Go Talk MRC	\$0.00
Wireless Services	SPIREON FLEETLOCATE FLEET MANAGEMENT ADVANCED PLUS SOLUTION - UNBUNDLED DATA Go Talk Plus Active Tracking MRC	\$0.00
Wireless Services	SPIREON FLEETLOCATE FLEET MANAGEMENT FL4 STANDARD SOLUTION - UNBUNDLED DATA Spireon FL4 Standard Application MRC	\$12.95
Wireless Services	SPIREON FLEETLOCATE FLEET MANAGEMENT FL4 STANDARD SOLUTION - UNBUNDLED DATA Set Up Fee	\$50.00
Wireless Services	Samsung Knox Manage MRC	\$2.00
Wireless Services	Samsung Knox Configure (Setup Edition) ARC (Annual Recurring Charge)	\$5.00



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RFP #080119
Wireless Services Pricing

Product Category	Product Description	Discounted Price
Wireless Services	Samsung Knox Configure (Dynamic Edition) ARC (Annual Recurring Charge)	\$10.00
Wireless Services	Samsung Knox Premium ARC (Annual Recurring Charge)	\$12.00
Wireless Services	Samsung Knox Quickstart Level 1 (Control) NRC	\$299.00
Wireless Services	Samsung Knox Quickstart Level 2 (Application Control) NRC	\$499.00
Wireless Services	Samsung Knox Quickstart Level 3 (Secure Control) NRC	\$1,699.00
Wireless Services	Actsoft Comet Asset Bundle MRC	\$20.00
Wireless Services	Actsoft Comet Asset Purchase MRC	\$10.00
Wireless Services	Comet Fleet Bundle MRC	\$20.00
Wireless Services	Comet Fleet Purchase MRC	\$14.00
Wireless Services	Comet Fleet Premium MRC	\$26.60
Wireless Services	Comet Fleet Premium – Hardware MRC	\$26.60
Wireless Services	Comet Fleet Platinum MRC	\$33.25
Wireless Services	Comet Fleet Platinum - Hardware MRC	\$33.25
Wireless Services	Actsoft ELD + HOS Bundle MRC	\$15.00



Sourcewell RFP #080119 Wireless Services Pricing

Product Category	Product Description	Discounted Price
Wireless Services	Actsoft HOS Application MRC	\$10.00
Wireless Services	Comet EZ MRC	\$10.00
Wireless Services	Comet Tracker, 1-50 units MRC	\$17.00
Wireless Services	Comet Tracker, 51-100 units MRC	\$15.00
Wireless Services	Comet Tracker, 101+ units MRC	\$13.00
Wireless Services	Actsoft Advanced Forms (stand-alone) MRC	\$15.00
Wireless Services	Actsoft Advanced Forms module (add-on to Comet Tracker) MRC	\$7.00
Wireless Services	Actsoft Mobile Worker (add-on to Comet Tracker) 1-15 units MRC	\$16.99
Wireless Services	Actsoft Mobile Worker (add-on to Comet Tracker) >=16 units MRC	\$12.99
Wireless Services	Actsoft Comet Asset Bundle NRC - License Fee	\$25.00
Wireless Services	Comet Fleet Bundle NRC - License Fee	\$25.00
Wireless Services	Actsoft ELD + HOS Bundle NRC - License Fee	\$20.00
Wireless Services	Actsoft HOS Application NRC - License Fee	\$20.00
Wireless Services	Comet EZ NRC - License Fee	\$20.00



Sourcewell
RFP #080119
Wireless Services Pricing

Product Category	Product Description	Discounted Price
Wireless Services	Comet Tracker, 1-50 units NRC - License Fee	\$20.00
Wireless Services	Comet Tracker, 51-100 units NRC - License Fee	\$20.00
Wireless Services	Comet Tracker, 101+ units NRC - License Fee	\$20.00
Wireless Services	Actsoft Advanced Forms (stand-alone) NRC - License Fee	\$20.00
Wireless Services	Actsoft Comet Asset Purchase NRC - Hardware Charge	\$100.00
Wireless Services	Comet Fleet Purchase NRC - Hardware Charge	\$50.00
Wireless Services	Comet Fleet Premium – Hardware NRC- Hardware Charge	\$50.00
Wireless Services	Comet Fleet Platinum - Hardware NRC - Hardware Charge	\$50.00
Wireless Services	Actsoft HOS Application NRC - Hardware Charge	\$275.00
Wireless Services	Agilis SmartLocate MRC (1-100 CommandGPS Devices)	\$11.99
Wireless Services	Agilis SmartLocate - \$0 Down MRC (1-100 CommandGPS Devices)	\$12.99
Wireless Services	Agilis SmartDOT MRC (1-100 CommandGPS Devices)	\$11.99
Wireless Services	Agilis SmartLocate+SmartDispatch MRC (1-100 CommandGPS Devices)	\$18.99
Wireless Services	Agilis SmartLocate+SmartDispatch \$0 Down MRC (1-100 CommandGPS Devices)	\$19.99



Sourcewell
RFP #080119
Wireless Services Pricing

Product Category	Product Description	Discounted Price
Wireless Services	Agilis ELD Only MRC (1-100 CommandGPS Devices)	\$22.99
Wireless Services	Agilis ELD Only \$0 Down MRC (1-100 CommandGPS Devices)	\$23.99
Wireless Services	Agilis HOS + IFTA MRC (1-100 CommandGPS Devices)	\$29.99
Wireless Services	Agilis HOS + IFTA \$0 Down MRC (1-100 CommandGPS Devices)	\$30.99
Wireless Services	Agilis SmartLocate MRC (101-500 CommandGPS Devices)	\$10.99
Wireless Services	Agilis SmartLocate - \$0 Down MRC (101-500 CommandGPS Devices)	\$12.99
Wireless Services	Agilis SmartDOT MRC (101-500 CommandGPS Devices)	\$11.99
Wireless Services	Agilis SmartLocate+SmartDispatch MRC (101-500 CommandGPS Devices)	\$18.99
Wireless Services	Agilis SmartLocate+SmartDispatch \$0 Down MRC (101-500 CommandGPS Devices)	\$19.99
Wireless Services	Agilis ELD Only MRC (101-500 CommandGPS Devices)	\$22.99
Wireless Services	Agilis ELD Only \$0 Down MRC (101-500 CommandGPS Devices)	\$23.99
Wireless Services	Agilis HOS + IFTA MRC (101-500 CommandGPS Devices)	\$29.99
Wireless Services	Agilis HOS + IFTA \$0 Down MRC (101-500 CommandGPS Devices)	\$30.99
Wireless Services	Agilis SmartLocate MRC (500+ CommandGPS Devices)	\$9.99



Sourcewell
RFP #080119
Wireless Services Pricing

Product Category	Product Description	Discounted Price
Wireless Services	Agilis SmartLocate - \$0 Down MRC (500+ CommandGPS Devices)	\$12.99
Wireless Services	Agilis SmartDOT MRC (500+ CommandGPS Devices)	\$11.99
Wireless Services	Agilis SmartLocate+SmartDispatch MRC (500+ CommandGPS Devices)	\$18.99
Wireless Services	Agilis SmartLocate+SmartDispatch \$0 Down MRC (500+ CommandGPS Devices)	\$19.99
Wireless Services	Agilis ELD Only MRC (500+ CommandGPS Devices)	\$22.99
Wireless Services	Agilis ELD Only \$0 Down MRC (500+ CommandGPS Devices)	\$23.99
Wireless Services	Agilis HOS + IFTA MRC (500+ CommandGPS Devices)	\$29.99
Wireless Services	Agilis HOS + IFTA \$0 Down MRC (500+ CommandGPS Devices)	\$30.99
Wireless Services	Agilis SmartLocate NRC-Set Up Fee	\$25.00
Wireless Services	Agilis SmartLocate+SmartDispatch NRC-Set Up Fee	\$25.00
Wireless Services	Agilis ELD Only NRC-Set Up Fee	\$25.00
Wireless Services	Agilis HOS + IFTA NRC-Set Up Fee	\$25.00

Pricing Note:

Taxes, fees, surcharges, etc. are in addition to the pricing information shown above.



**Sourcewell
RFP #080119
Wireless Device Pricing**

Device Availability and Pricing Is Subject to Change

Subsidy Pricing

Model	Suggested Retail Price	2 YR CL Flat Rate
Basic/1X/EVDO		
Alcatel Dawn	\$96.00	\$0.00
Kyocera DuraXTP	\$270.00	\$49.99
Sonim XP Strike (XP3410)	\$329.99	\$0.99
Sonim XP Strike IS (XP3420)	\$329.99	\$0.99
Android		
Alcatel GoFlip	\$96.00	\$0.00
Blackberry KEYone	\$478.00	\$149.99
CAT S48c	\$480.00	\$149.99
Coolpad Snap	\$96.00	\$0.00
Essential	\$449.99	\$99.99
Google Pixel 3a	\$399.00	\$99.99
Google Pixel 3a XL	\$479.00	\$149.99
Google Pixel 3	\$749.00	\$299.99
Google Pixel 3 XL	\$929.00	\$449.99
HTC Bolt	\$145.00	\$29.99
HTC U11	\$696.00	\$249.99
Kyocera DuraForce Pro (3GB)	\$432.00	\$99.99
Kyocera DuraTR	\$324.00	\$99.99
LG G5	\$145.00	\$29.99
LG G6	\$480.00	\$149.99
LG G7 ThinQ	\$480.00	\$149.99
LG G8 ThinQ	\$840.00	\$349.99
LG K30	\$192.00	\$49.99
LG Stylo 3	\$270.00	\$49.99
LG Stylo 4	\$288.00	\$69.99

Install Bill Pricing

Model	Suggested Retail Price	Down payment	Per Month Pmt 1-23	Payment 24
Basic/1X/EVDO				
Alcatel Dawn	N/A	N/A	N/A	N/A
Kyocera DuraXTP	\$270.00	\$0.00	\$11.25	\$11.25
Sonim XP Strike (XP3410)	\$329.99	\$0.00	\$13.75	\$13.74
Sonim XP Strike IS (XP3420)	\$329.99	\$0.00	\$13.75	\$13.74
Android				
Alcatel GoFlip	\$96.00	\$0.00	\$4.00	\$4.00
Blackberry KEYone	\$478.00	\$0.00	\$19.92	\$19.84
CAT S48c	\$480.00	\$0.00	\$20.00	\$20.00
Coolpad Snap	\$96.00	\$0.00	\$4.00	\$4.00
Essential	\$449.99	\$0.00	\$18.75	\$18.74
Google Pixel 3a	\$399.00	\$0.00	\$16.63	\$16.51
Google Pixel 3a XL	\$479.00	\$0.00	\$19.96	\$19.92
Google Pixel 3	\$749.00	\$0.00	\$31.21	\$31.17
Google Pixel 3 XL	\$929.00	\$0.00	\$38.71	\$38.67
HTC Bolt	\$145.00	\$0.00	\$6.05	\$5.85
HTC U11	\$696.00	\$0.00	\$29.00	\$29.00
Kyocera DuraForce Pro (3GB)	\$432.00	\$0.00	\$18.00	\$18.00
Kyocera DuraTR	\$324.00	\$0.00	\$13.50	\$13.50
LG G5	\$145.00	\$0.00	\$6.05	\$5.85
LG G6	\$480.00	\$0.00	\$20.00	\$20.00
LG G7 ThinQ	\$480.00	\$0.00	\$20.00	\$20.00
LG G8 ThinQ	\$840.00	\$0.00	\$35.00	\$35.00
LG K30	\$192.00	\$0.00	\$8.00	\$8.00
LG Stylo 3	\$270.00	\$0.00	\$11.25	\$11.25
LG Stylo 4	\$288.00	\$25.00	\$10.96	\$10.92



**Sourcewell
RFP #080119
Wireless Device Pricing**

Device Availability and Pricing Is Subject to Change

Subsidy Pricing

Model	Suggested Retail Price	2 YR CL Flat Rate
LG Stylo 5 (QS7 Alpha)	\$288.00	\$69.99
LG Tribute Dynasty	\$96.00	\$19.99
LG Tribute EMPIRE	\$192.00	\$49.99
LG Tribute HD	\$145.00	\$19.99
LG V20	\$270.00	\$99.99
LG V30+	\$360.00	\$99.99
LG V40 ThinQ	\$720.00	\$249.99
LG V50 ThinQ	\$999.99	\$549.99
LG X Charge (SP320)	\$270.00	\$49.99
LG X Power	\$270.00	\$49.99
Motorola e4	\$145.00	\$19.99
Motorola e4 Plus	\$270.00	\$49.99
Moto e5 Play	\$99.00	\$19.99
Motorola e5 PLUS	\$288.00	\$49.99
Motorola z2 force	\$120.00	\$19.99
Moto z3 Play	\$360.00	\$99.99
Samsung A50	\$349.99	\$149.99
Samsung Galaxy A6	\$384.00	\$99.99
Samsung Galaxy A10e	\$199.99	\$49.99
Samsung Galaxy J3 Achieve	\$192.00	\$29.99
Samsung Galaxy J3 Emerge	\$145.00	\$29.99
Samsung Galaxy J7 Perx	\$270.00	\$49.99
Samsung Galaxy J7 Refine	\$288.00	\$79.99
Samsung Galaxy Note8	\$960.00	\$499.99
Samsung Galaxy Note9 (128GB)	\$999.99	\$549.99
Samsung Galaxy Note9 (512GB)	\$1,249.99	\$749.99
Samsung Galaxy S7 Edge	\$694.99	\$199.99

Install Bill Pricing

Model	Suggested Retail Price	Down payment	Per Month Pmt 1-23	Payment 24
LG Stylo 5 (QS7 Alpha)	\$288.00	\$25.00	\$10.96	\$10.92
LG Tribute Dynasty	\$96.00	\$0.00	\$4.00	\$4.00
LG Tribute EMPIRE	\$192.00	\$0.00	\$8.00	\$8.00
LG Tribute HD	\$145.00	\$0.00	\$6.05	\$5.85
LG V20	\$270.00	\$0.00	\$11.25	\$11.25
LG V30+	\$360.00	\$0.00	\$15.00	\$15.00
LG V40 ThinQ	\$720.00	\$0.00	\$30.00	\$30.00
LG V50 ThinQ	\$999.99	\$0.00	\$41.67	\$41.58
LG X Charge (SP320)	\$270.00	\$0.00	\$11.25	\$11.25
LG X Power	\$270.00	\$0.00	\$11.25	\$11.25
Motorola e4	\$145.00	\$0.00	\$6.05	\$5.85
Motorola e4 Plus	\$270.00	\$0.00	\$11.25	\$11.25
Moto e5 Play	\$99.00	\$0.00	\$4.13	\$4.01
Motorola e5 PLUS	\$288.00	\$0.00	\$12.00	\$12.00
Motorola z2 force	\$120.00	\$0.00	\$5.00	\$5.00
Moto z3 Play	\$360.00	\$0.00	\$15.00	\$15.00
Samsung A50	\$349.99	\$0.00	\$14.59	\$14.42
Samsung Galaxy A6	\$384.00	\$0.00	\$5.00	\$5.00
Samsung Galaxy A10e	\$199.99	\$25.00	\$7.30	\$7.09
Samsung Galaxy J3 Achieve	\$192.00	\$0.00	\$8.00	\$8.00
Samsung Galaxy J3 Emerge	\$145.00	\$0.00	\$6.05	\$5.85
Samsung Galaxy J7 Perx	\$270.00	\$0.00	\$11.25	\$11.25
Samsung Galaxy J7 Refine	\$288.00	\$0.00	\$12.00	\$12.00
Samsung Galaxy Note8	\$960.00	\$0.00	\$40.00	\$40.00
Samsung Galaxy Note9 (128GB)	\$999.99	\$0.00	\$41.67	\$41.58
Samsung Galaxy Note9 (512GB)	\$1,249.99	\$250.00	\$41.67	\$41.58
Samsung Galaxy S7 Edge	\$694.99	\$0.00	\$28.96	\$28.91



**Sourcewell
RFP #080119
Wireless Device Pricing**

Device Availability and Pricing Is Subject to Change

Subsidy Pricing

Model	Suggested Retail Price	2 YR CL Flat Rate
Samsung Galaxy S8	\$499.99	\$149.99
Samsung Galaxy S8+	\$744.00	\$299.99
Samsung Galaxy S8 Active	\$850.00	\$399.99
Samsung Galaxy S9	\$599.99	\$199.99
Samsung Galaxy S9+	\$699.99	\$249.99
Samsung Galaxy S10e (128GB)	\$749.99	\$299.99
Samsung Galaxy S10e (256GB)	\$849.99	\$399.99
Samsung Galaxy S10 (128GB)	\$899.99	\$449.99
Samsung Galaxy S10 5G	\$1,299.99	\$799.99
Samsung Galaxy S10+ (128GB)	\$999.99	\$549.99
Samsung Galaxy S10+ (512GB)	\$1,249.99	\$799.99
Samsung Galaxy S10+ (1TB)	\$1,599.99	\$1,099.99
Sonim XP3	\$240.00	\$49.99
Sonim XP5S	\$360.00	\$99.99
Sonim XP8	\$696.00	\$249.99
ZTE Max XL	\$145.00	\$39.99
Apple iOS		
iPhone SE (32GB)	\$349.99	\$0.00
iPhone SE (128GB)	\$449.99	\$0.00
iPhone 6S (32GB)	\$449.99	\$0.00
iPhone 6S (128GB)	\$549.99	\$99.99
iPhone 6S Plus (32GB)	\$549.99	\$99.99
iPhone 6S Plus (128GB)	\$649.99	\$199.99
iPhone 7 (32GB)	\$449.99	\$0.00
iPhone 7 (128GB)	\$549.99	\$99.99
iPhone 7 (256GB)	\$649.99	\$199.99

Install Bill Pricing

Model	Suggested Retail Price	Down payment	Per Month Pmt 1-23	Payment 24
Samsung Galaxy S8	\$499.99	\$0.00	\$20.84	\$20.67
Samsung Galaxy S8+	\$744.00	\$0.00	\$31.00	\$31.00
Samsung Galaxy S8 Active	\$850.00	\$0.00	\$35.42	\$35.34
Samsung Galaxy S9	\$599.99	\$0.00	\$25.00	\$24.99
Samsung Galaxy S9+	\$699.99	\$0.00	\$29.17	\$29.08
Samsung Galaxy S10e (128GB)	\$749.99	\$0.00	\$31.25	\$31.24
Samsung Galaxy S10e (256GB)	\$849.99	\$100.00	\$31.25	\$31.24
Samsung Galaxy S10 (128GB)	\$899.99	\$0.00	\$37.50	\$37.49
Samsung Galaxy S10 5G	\$1,299.99	\$0.00	\$54.17	\$54.08
Samsung Galaxy S10+ (128GB)	\$999.99	\$0.00	\$41.67	\$41.58
Samsung Galaxy S10+ (512GB)	\$1,249.99	\$250.00	\$41.67	\$41.58
Samsung Galaxy S10+ (1TB)	\$1,599.99	\$600.00	\$41.67	\$41.58
Sonim XP3	\$240.00	\$0.00	\$10.00	\$10.00
Sonim XP5S	\$360.00	\$0.00	\$15.00	\$15.00
Sonim XP8	\$696.00	\$0.00	\$29.00	\$29.00
ZTE Max XL	\$145.00	\$0.00	\$6.05	\$5.85
Apple iOS				
iPhone SE (32GB)	\$349.99	\$0.00	\$14.59	\$14.42
iPhone SE (128GB)	\$449.99	\$0.00	\$18.75	\$18.74
iPhone 6S (32GB)	\$449.99	\$0.00	\$18.75	\$18.74
iPhone 6S (128GB)	\$549.99	\$100.00	\$18.75	\$18.74
iPhone 6S Plus (32GB)	\$549.99	\$0.00	\$22.92	\$22.83
iPhone 6S Plus (128GB)	\$649.99	\$100.00	\$22.92	\$22.83
iPhone 7 (32GB)	\$449.99	\$0.00	\$18.75	\$18.74
iPhone 7 (128GB)	\$549.99	\$100.00	\$18.75	\$18.74
iPhone 7 (256GB)	\$649.99	\$200.00	\$18.75	\$18.74



**Sourcewell
RFP #080119
Wireless Device Pricing**

Device Availability and Pricing Is Subject to Change

Subsidy Pricing

Model	Suggested Retail Price	2 YR CL Flat Rate
iPhone 7 Plus (32GB)	\$569.99	\$119.99
iPhone 7 Plus (128GB)	\$669.99	\$219.99
iPhone 7 Plus (256GB)	\$769.99	\$319.99
iPhone 8 (64GB)	\$599.99	\$149.99
iPhone 8 (256GB)	\$749.99	\$299.99
iPhone 8 Plus (64GB)	\$699.99	\$249.99
iPhone 8 Plus (256GB)	\$849.99	\$399.99
iPhone X (64GB)	\$899.99	\$449.99
iPhone X (256GB)	\$1,049.99	\$599.99
iPhone XR (64GB)	\$749.99	\$299.99
iPhone XR (128GB)	\$799.99	\$349.99
iPhone XR (256GB)	\$899.99	\$449.99
iPhone XS (64GB)	\$999.99	\$549.99
iPhone XS (256GB)	\$1,149.99	\$699.99
iPhone XS (512GB)	\$1,349.99	\$899.99
iPhone XS Max (64GB)	\$1,099.99	\$649.99
iPhone XS Max (256GB)	\$1,249.99	\$799.99
iPhone XS Max (512GB)	\$1,449.99	\$999.99
Tablets		
iPad Air 2 (32GB)	\$529.99	\$429.99
iPad Air 3 (64GB)	\$629.99	\$529.99
iPad Air 3 (256GB)	\$779.99	\$679.99
iPad Mini 4 (32GB)	\$429.99	\$329.99
iPad Mini 4 (128GB)	\$529.99	\$429.99
iPad Mini 5 (64GB)	\$529.99	\$429.99
iPad Mini 5 (256GB)	\$679.99	\$579.99

Install Bill Pricing

Model	Suggested Retail Price	Down payment	Per Month Pmt 1-23	Payment 24
iPhone 7 Plus (32GB)	\$569.99	\$0.00	\$23.75	\$23.74
iPhone 7 Plus (128GB)	\$669.99	\$100.00	\$23.75	\$23.74
iPhone 7 Plus (256GB)	\$769.99	\$100.00	\$27.92	\$27.83
iPhone 8 (64GB)	\$599.99	\$0.00	\$25.00	\$24.99
iPhone 8 (256GB)	\$749.99	\$150.00	\$25.00	\$24.99
iPhone 8 Plus (64GB)	\$699.99	\$0.00	\$29.17	\$29.08
iPhone 8 Plus (256GB)	\$849.99	\$150.00	\$29.17	\$29.08
iPhone X (64GB)	\$899.99	\$0.00	\$37.50	\$37.49
iPhone X (256GB)	\$1,049.99	\$150.00	\$37.50	\$37.49
iPhone XR (64GB)	\$749.99	\$0.00	\$31.25	\$31.24
iPhone XR (128GB)	\$799.99	\$50.00	\$31.25	\$31.24
iPhone XR (256GB)	\$899.99	\$150.00	\$31.25	\$31.24
iPhone XS (64GB)	\$999.99	\$0.00	\$41.67	\$41.58
iPhone XS (256GB)	\$1,149.99	\$150.00	\$41.67	\$41.58
iPhone XS (512GB)	\$1,349.99	\$350.00	\$41.67	\$41.58
iPhone XS Max (64GB)	\$1,099.99	\$0.00	\$45.84	\$45.67
iPhone XS Max (256GB)	\$1,249.99	\$150.00	\$45.84	\$45.67
iPhone XS Max (512GB)	\$1,449.99	\$350.00	\$45.84	\$45.67
Tablets				
iPad Air 2 (32GB)	\$529.99	\$0.00	\$22.09	\$21.92
iPad Air 3 (64GB)	\$629.99	\$0.00	\$26.25	\$26.24
iPad Air 3 (256GB)	\$779.99	\$150.00	\$26.25	\$26.24
iPad Mini 4 (32GB)	\$429.99	\$0.00	\$17.92	\$17.83
iPad Mini 4 (128GB)	\$529.99	\$0.00	\$22.09	\$21.92
iPad Mini 5 (64GB)	\$529.99	\$0.00	\$22.09	\$21.92
iPad Mini 5 (256GB)	\$679.99	\$150.00	\$22.09	\$21.92



**Sourcewell
RFP #080119
Wireless Device Pricing**

Device Availability and Pricing Is Subject to Change

Subsidy Pricing

Model	Suggested Retail Price	2 YR CL Flat Rate
iPad (32GB) (6th gen)	\$459.99	\$359.99
iPad (128GB) (6th gen)	\$559.99	\$459.99
iPad Pro 2 10.5 (64GB)	\$779.99	\$679.99
iPad Pro 2 10.5 (256GB)	\$929.99	\$829.99
iPad Pro 2 10.5 (512GB)	\$1,129.99	\$1,029.99
iPad Pro 11.0 (64GB)	\$949.99	\$849.99
iPad Pro 11.0 (256GB)	\$1,099.99	\$999.99
iPad Pro 11.0 (512GB)	\$1,299.99	\$1,199.99
iPad Pro 11.0 (1TB)	\$1,699.99	\$1,599.99
iPad Pro 2 12.9 (64GB)	\$929.99	\$829.99
iPad Pro 2 12.9 (256GB)	\$1,079.99	\$979.99
iPad Pro 2 12.9 (512GB)	\$1,279.99	\$1,179.99
iPad Pro 12.9 (64GB) (3rd gen)	\$1,149.99	\$1,049.99
iPad Pro 12.9 (256GB) (3rd gen)	\$1,299.99	\$1,199.99
iPad Pro 12.9 (512GB) (3rd gen)	\$1,499.99	\$1,399.99
iPad Pro 12.9 (1TB) (3rd gen)	\$1,899.99	\$1,799.99
LG G Pad F2 8.0	\$149.99	\$49.99
Samsung Galaxy Book 2	\$999.99	\$899.99
Samsung Galaxy Tab A 8.0	\$249.99	\$149.99
Samsung Galaxy Tab A 10.5	\$419.99	\$319.99
Samsung Galaxy Tab E	\$199.99	\$99.99
Samsung Galaxy Tab S4	\$749.99	\$649.99
Slate 8" Tablet	\$100.00	\$0.00
Slate 8 Plus Tablet	\$119.99	\$19.99
Mobile Broadband/Misc		
ALCATEL ONETOUCH Ride-Fi	\$144.00	\$0.00

Install Bill Pricing

Model	Suggested Retail Price	Down payment	Per Month Pmt 1-23	Payment 24
iPad (32GB) (6th gen)	\$459.99	\$0.00	\$19.17	\$19.08
iPad (128GB) (6th gen)	\$559.99	\$100.00	\$19.17	\$19.08
iPad Pro 2 10.5 (64GB)	\$779.99	\$0.00	\$32.50	\$32.49
iPad Pro 2 10.5 (256GB)	\$929.99	\$100.00	\$34.59	\$34.42
iPad Pro 2 10.5 (512GB)	\$1,129.99	\$200.00	\$38.75	\$38.74
iPad Pro 11.0 (64GB)	\$949.99	\$0.00	\$39.59	\$39.42
iPad Pro 11.0 (256GB)	\$1,099.99	\$150.00	\$39.59	\$39.42
iPad Pro 11.0 (512GB)	\$1,299.99	\$350.00	\$39.59	\$39.42
iPad Pro 11.0 (1TB)	\$1,699.99	\$750.00	\$39.59	\$39.42
iPad Pro 2 12.9 (64GB)	\$929.99	\$100.00	\$34.59	\$34.42
iPad Pro 2 12.9 (256GB)	\$1,079.99	\$200.00	\$36.67	\$36.58
iPad Pro 2 12.9 (512GB)	\$1,279.99	\$300.00	\$40.84	\$40.67
iPad Pro 12.9 (64GB) (3rd gen)	\$1,149.99	\$0.00	\$47.92	\$47.83
iPad Pro 12.9 (256GB) (3rd gen)	\$1,299.99	\$150.00	\$47.92	\$47.83
iPad Pro 12.9 (512GB) (3rd gen)	\$1,499.99	\$350.00	\$47.92	\$47.83
iPad Pro 12.9 (1TB) (3rd gen)	\$1,899.99	\$750.00	\$47.92	\$47.83
LG G Pad F2 8.0	\$149.99	\$0.00	\$6.25	\$6.24
Samsung Galaxy Book 2	\$999.99	\$0.00	\$41.67	\$41.58
Samsung Galaxy Tab A 8.0	\$249.99	\$0.00	\$10.42	\$10.33
Samsung Galaxy Tab A 10.5	\$419.99	\$0.00	\$17.50	\$17.49
Samsung Galaxy Tab E	\$199.99	\$0.00	\$8.34	\$8.17
Samsung Galaxy Tab S4	\$749.99	\$0.00	\$31.25	\$31.24
Slate 8" Tablet	\$100.00	\$0.00	\$4.17	\$4.09
Slate 8 Plus Tablet	\$119.99	\$0.00	\$5.00	\$4.99
Mobile Broadband/Misc				
ALCATEL ONETOUCH Ride-Fi	\$144.00	\$0.00	\$6.00	\$6.00



**Sourcewell
RFP #080119
Wireless Device Pricing**

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Subsidy Pricing

Model	Suggested Retail Price	2 YR CL Flat Rate
Coolpad Surf	\$144.00	\$0.00
Franklin C801	\$144.00	\$144.00
Franklin R850 Mobile Hotspot	\$144.00	\$0.00
Franklin R910	\$180.00	\$19.99
Franklin U772 USB Modem	\$180.00	\$19.99
Inseego MiFi 8000	\$240.00	\$79.99
Sprint Drive	\$120.00	\$120.00
Sprint Phone Connect 4	\$120.00	\$120.00
Coolpad Seek	\$60.00	\$60.00
ZTE Warp Connect Hotspot	\$144.00	\$0.00
Mobile Broadband/Misc		
HTC 5G Hub	\$600.00	\$500.00

Install Bill Pricing

Model	Suggested Retail Price	Down payment	Per Month Pmt 1-23	Payment 24
Coolpad Surf	\$144.00	\$0.00	\$6.00	\$6.00
Franklin C801	\$144.00	\$0.00	\$6.00	\$6.00
Franklin R850 Mobile Hotspot	\$144.00	\$0.00	\$6.00	\$6.00
Franklin R910	\$180.00	\$0.00	\$7.50	\$7.50
Franklin U772 USB Modem	\$180.00	\$0.00	\$7.50	\$7.50
Inseego MiFi 8000	\$240.00	\$0.00	\$10.00	\$10.00
Sprint Drive	\$120.00	\$0.00	\$5.00	\$5.00
Sprint Phone Connect 4	\$120.00	\$0.00	\$5.00	\$5.00
Coolpad Seek	\$60.00	\$0.00	\$2.50	\$2.50
ZTE Warp Connect Hotspot	\$144.00	\$0.00	\$6.00	\$6.00
Mobile Broadband/Misc				
HTC 5G Hub	\$600.00	\$0.00	\$25.00	\$25.00

Pricing Notes:

- 1) Additional device models and memory options available upon request.
- 2) Device availability and pricing subject to change.
- 3) Shipping Fees: Sprint ships wireless devices to you based on your preferences, as negotiated and defined in your Master Service Agreement. There are no costs for standard ground shipping. Additional charges apply for overnight or expedited shipping. Rates for mail carriers vary based on location, timeframe and weight of package. They can also change as often as daily. Thus exact costs cannot typically be determined prior to shipping.
- 4) Prices quoted above do not include any applicable taxes, fees or surcharges.



Sourcewell
RFP #080119
Wireless Accessory Pricing

SKU	Accessory Category	Accessory Description	Color	SRP	Eligible for 25% Accessory Discount	Discounted Price
850000957008	In Vehicle Solutions	GPSLockbox Sonim XP3 PTT kit	Black	\$329.99	Yes	\$247.49
715802843051	Cases and Protection	Key Hybrid Case - LG Stylo 5	Clear	\$29.99	Yes	\$22.49
715802843037	Cases and Protection	Key Tempered Glass Screen - LG Stylo 5	Clear	\$29.99	Yes	\$22.49
715802843044	Cases and Protection	Key Tempered Glass Screen - Samsung Galaxy A10e	Clear	\$29.99	Yes	\$22.49
715802843563	Power	mophie powerstation 10000mAH Black	Black	\$49.99	Yes	\$37.49
715802843549	Power	mophie powerstation mini 5000mAH Black	Black	\$39.99	Yes	\$29.99
715802843556	Power	mophie powerstation mini 5000mAH Space Gray	Gray	\$39.99	Yes	\$29.99
715802843587	Power	mophie powerstation wireless 10,000 mAh Black	Black	\$99.99	Yes	\$74.99
715802843570	Power	mophie powerstation XL 15000mAH Black	Black	\$59.99	Yes	\$44.99
660543510178	Cases and Protection	Otterbox Commuter Lite Series Case - Samsung Galaxy A20	Black	\$29.99	Yes	\$22.49
660543510277	Cases and Protection	Otterbox Symmetry Series Case - Samsung Galaxy A10e	Clear	\$49.99	Yes	\$37.49
887276344393	Power	Samsung Fast Charge Slim Wireless Charging Pad 2-Pack Black	Black	\$79.99	Yes	\$59.99
856836008341	In Vehicle Solutions	Scooch Wingmount Universal Magnetic Car Mount	Black	\$29.99	Yes	\$22.49
812491033043	Cases and Protection	Tech 21 Evo Check Case - LG Stylo 5	Smokey Black	\$39.99	Yes	\$29.99
812491033074	Cases and Protection	Tech 21 Evo Check Case - Samsung Galaxy A10e	Smokey Black	\$39.99	Yes	\$29.99
841152122864	Audio	Urbanista Stockholm - Black	Black	\$99.99	Yes	\$74.99
841152122857	Audio	Urbanista Stockholm - White	White	\$99.99	Yes	\$74.99
715802843129	Audio	AirPods with Charging Case (2nd Generation)	White	\$179.99	No	\$179.99
715802843136	Audio	AirPods with Wireless Charging Case (2nd Generation)	White	\$219.99	No	\$219.99
715802842702	Power	Apple 12W USB Power Adapter	White	\$19.99	No	\$19.99
715802842696	Power	Apple 5W USB Power Adapter	White	\$19.99	No	\$19.99
715802843099	Audio	Apple AirPods	White	\$179.99	No	\$179.99
715802842764	Audio	Apple EarPods with Lightning Connector	White	\$29.99	No	\$29.99
715802842887	Miscellaneous	Apple iPad Pro 12.9" 3rd Gen Smart Keyboard		\$199.99	No	\$199.99
715802842825	Cases and Protection	Apple Leather Case - Apple iPhone Xs	Black	\$49.99	No	\$49.99
715802842801	Cases and Protection	Apple Leather Case - Apple iPhone Xs Max	Black	\$49.99	No	\$49.99
715802843167	Cases and Protection	Apple Leather Case - iPhone 8 Plus / 7 Plus	Brown	\$49.99	No	\$49.99
715802843174	Cases and Protection	Apple Leather Case - iPhone 8 Plus / 7 Plus	Black	\$49.99	No	\$49.99
715802843150	Cases and Protection	Apple Leather Case - iPhone 8/7	Black	\$44.99	No	\$44.99
715802843259	Cases and Protection	Apple Leather Case - iPhone 8/7	Brown	\$44.99	No	\$44.99
715802843198	Cases and Protection	Apple Leather Case - iPhone X	Brown	\$49.99	No	\$49.99



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SKU	Accessory Category	Accessory Description	Color	SRP	Eligible for 25% Accessory Discount	Discounted Price
715802843204	Cases and Protection	Apple Leather Case - iPhone X	Black	\$49.99	No	\$49.99
715802843280	Cables and Adapters	Apple Lightning Digital AV Adapter	White	\$49.99	No	\$49.99
715802842665	Cables and Adapters	Apple Lightning to 3.5 mm Headphone Jack Adapter	White	\$14.99	No	\$14.99
715802843082	Cables and Adapters	Apple Lightning to USB Cable (1 m)	White	\$19.99	No	\$19.99
715802843075	Cables and Adapters	Apple Lightning to USB Cable (2 m)	White	\$29.99	No	\$29.99
715802842740	Miscellaneous	Apple Pencil (1st Gen)	White	\$119.99	No	\$119.99
715802842856	Miscellaneous	Apple Pencil 2nd Generation White	White	\$149.99	No	\$149.99
715802842818	Cases and Protection	Apple Silicone Case - Apple iPhone Xs	Pink	\$39.99	No	\$39.99
715802842863	Cases and Protection	Apple Silicone Case - Apple iPhone Xs	Black	\$39.99	No	\$39.99
715802842795	Cases and Protection	Apple Silicone Case - Apple iPhone Xs Max	Pink	\$39.99	No	\$39.99
715802842870	Cases and Protection	Apple Silicone Case - Apple iPhone Xs Max	Black	\$39.99	No	\$39.99
715802843235	Cases and Protection	Apple Silicone Case - iPhone 8 Plus / 7 Plus	Black	\$39.99	No	\$39.99
715802843242	Cases and Protection	Apple Silicone Case - iPhone 8 Plus / 7 Plus	Pink	\$39.99	No	\$39.99
715802843228	Cases and Protection	Apple Silicone Case - iPhone 8/7	Black	\$34.99	No	\$34.99
715802843143	Cases and Protection	Apple Silicone Case - iPhone X	Black	\$39.99	No	\$39.99
715802843181	Cases and Protection	Apple Silicone Case - iPhone X	Pink	\$39.99	No	\$39.99
715802842849	Miscellaneous	Apple Smart Keyboard Folio - iPad Pro 11"	Black	\$199.99	No	\$199.99
715802842771	Miscellaneous	Apple Smart Keyboard for 10.5-inch iPad (3rd Gen & iPad Pro 10.5)		\$159.99	No	\$159.99
715802842986	Audio	Beats Powerbeats Pro - Black	Black	\$269.99	No	\$269.99
715802842757	Audio	Beats Powerbeats3 Wireless Earphones - Black	Black	\$199.99	No	\$199.99
715802842689	Audio	Beats Powerbeats3 Wireless Earphones - White	White	\$199.99	No	\$199.99
715802842658	Audio	Beats Solo3 Wireless On-Ear Headphones - Black	Black	\$299.99	No	\$299.99
715802843112	Audio	Beats Solo3 Wireless On-Ear Headphones - Matte Gold	Matte Gold	\$299.99	No	\$299.99
715802842719	Audio	Beats Solo3 Wireless On-Ear Headphones - Matte Silver	Matte Silver	\$299.99	No	\$299.99
715802842672	Audio	Beats Solo3 Wireless On-Ear Headphones - Rose Gold	Rose Gold	\$299.99	No	\$299.99
715802842788	Audio	Beats Studio3 Wireless - Matte Black	Matte Black	\$349.99	Yes	\$262.49
715802843273	Audio	Beats urBeats3 Earphones 3.5mm - Black	Black	\$99.99	Yes	\$74.99
715802843211	Audio	BeatsX Earphones - Black	Black	\$129.98	No	\$129.98
715802843266	Audio	BeatsX Earphones - Matte Gold	Matte Gold	\$129.98	No	\$129.98
715802843105	Audio	BeatsX Earphones - Matte Silver	Matte Silver	\$149.99	No	\$149.99
715802843327	Cases and Protection	LifeProof fre Case – Apple iPhone 7 Plus/8 Plus	Night	\$89.99	Yes	\$67.49



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715802843310	Cases and Protection	LifeProof fre Case – Apple iPhone 7/8	Night	\$89.99	Yes	\$67.49
715802843501	Cases and Protection	LifeProof fre Case - Samsung Galaxy S8	Black	\$89.99	Yes	\$67.49
715802843358	Cases and Protection	LifeProof fre Case – Samsung Galaxy S9		\$89.99	Yes	\$67.49
715802843341	Cases and Protection	LifeProof fre Case – Samsung Galaxy S9+	Black	\$89.99	Yes	\$67.49
715802843518	Cases and Protection	LifeProof Next Case – Apple iPhone 7 Plus/8 Plus	Clear	\$79.99	Yes	\$59.99
715802843334	Cases and Protection	LifeProof Next Case – Apple iPhone 7/8	Clear	\$79.99	Yes	\$59.99
715802843389	Power	mophie charge force powerstation 10,000 mAh	Black	\$99.99	Yes	\$74.99
715802843495	Cases and Protection	mophie juice pack - Samsung Galaxy S8	Black	\$99.99	Yes	\$74.99
715802843426	Cases and Protection	mophie Juice Pack Air - Apple iPhone 7 Plus/8 Plus	Black	\$99.99	Yes	\$74.99
715802843457	Cases and Protection	mophie Juice Pack Air - Apple iPhone 7 Plus/8 Plus	Black	\$99.99	Yes	\$74.99
715802843433	Cases and Protection	mophie Juice Pack Air - Apple iPhone 7/8	Rose Gold	\$99.99	Yes	\$74.99
715802843440	Cases and Protection	mophie Juice Pack Air - Apple iPhone 7/8	Black	\$99.99	Yes	\$74.99
715802843297	Power	mophie powerstation 6,200 mAh - Space Gray	Gray	\$29.98	Yes	\$22.49
715802843303	Power	mophie powerstation mini 3000 - Black	Black	\$17.98	Yes	\$13.49
715802843396	Power	mophie powerstation mini 3000 - Blue	Blue	\$29.99	Yes	\$22.49
715802843365	Power	mophie powerstation mini 3000 - Pink	Pink	\$17.98	Yes	\$13.49
715802843525	Power	mophie powerstation plus 6,000 mAh 2in1 - Space Gray	Gray	\$79.99	Yes	\$59.99
715802843372	Power	mophie powerstation XL 10,000 mAh - Space Gray	Gray	\$41.98	Yes	\$31.49
715802843402	Power	mophie powerstation XXL 20,000 mAh - Space Gray	Gray	\$59.98	Yes	\$44.99
715802843464	Cases and Protection	Otterbox Defender Series Case - Samsung Galaxy S8	Black	\$49.99	Yes	\$37.49
715802843471	Cases and Protection	Otterbox Symmetry Series Case - Samsung Galaxy S8	Clear	\$39.99	Yes	\$29.99
715802843488	Cases and Protection	Otterbox Symmetry Series Case - Samsung Galaxy S8	Black	\$39.99	Yes	\$29.99
887276319650	Audio	Samsung Galaxy Buds White	White	\$129.99	Yes	\$97.49
715802843419	Mobile Life	Tile Mate (4 pack)	White	\$39.99	Yes	\$29.99
715802842894	Audio	Apple EarPods 3.5mm	White	\$29.99	No	\$29.99
715802842979	Mobile Life	Apple Watch Band - Sport Band- Pink Sand - 40/38mm	Pink	\$49.99	No	\$49.99
715802842962	Mobile Life	Apple Watch Band - Sport Loop - Black - 40/38mm	Black	\$49.99	No	\$49.99
715802842917	Cables and Adapters	Apple Watch Charger to USB 2M	White	\$39.99	No	\$39.99
846127183420	Cases and Protection	Case-Mate Naked Tough Case - Samsung Galaxy s10 5g	Clear	\$34.99	Yes	\$26.24
846127183512	Cases and Protection	Case-Mate Sheer Crystal Case - Samsung Galaxy s10 5g	Sheer Crystal	\$34.99	Yes	\$26.24
850005074168	Cases and Protection	Coolpad Case - Black	Black	\$14.99	Yes	\$11.24



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RFP #080119
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SKU	Accessory Category	Accessory Description	Color	SRP	Eligible for 25% Accessory Discount	Discounted Price
850005074151	Power	Coolpad Charger - Black	Black	\$19.99	Yes	\$14.99
840056101609	Cases and Protection	InvisibleShield Ultra VisionGuard Screen Protector - Samsung Galaxy S10 5G	Clear	\$39.99	Yes	\$29.99
715802842931	Cases and Protection	iPhone Smart Battery Case - XR Black	Black	\$129.99	No	\$129.99
715802842924	Cases and Protection	iPhone Smart Battery Case - XS Max Black	Black	\$129.99	No	\$129.99
715802842641	Cases and Protection	Key Tempered Glass Screen - Samsung Galaxy A50	Clear	\$29.99	Yes	\$22.49
660543509936	Cases and Protection	Otterbox Symmetry Series Case - Samsung Galaxy A50	Clear	\$49.99	Yes	\$37.49
660543510093	Cases and Protection	Otterbox Symmetry Series Case - Samsung Galaxy A50	Stardust	\$49.99	Yes	\$37.49
812491032954	Cases and Protection	Tech 21 Evo Check Case - Samsung Galaxy A50	Smokey Black	\$39.99	Yes	\$29.99
812491032718	Cases and Protection	Tech 21 Evo Check Case - Samsung Galaxy s10 5g	Smokey Black	\$39.99	Yes	\$29.99
715802842948	Power	Apple 18W USB-C POWER ADAPTER	White	\$29.99	No	\$29.99
715802842900	Cables and Adapters	Apple Lightning to USB-C Cable 2m	White	\$35.99	No	\$35.99
715802842955	Mobile Life	Apple Watch Band - Sport Loop - Black - 44/42mm	Black	\$49.99	No	\$49.99
715802842726	Audio	Beats urBeats3 Earphones 3.5mm - Black	Black	\$59.99	No	\$59.99
715802842733	Audio	Beats urBeats3 Earphones Lightning - Black	Black	\$59.99	No	\$59.99
050036354233	Audio	JBL Clip 3 Portable Speaker - Pink	Pink	\$59.99	Yes	\$44.99
848467085587	Cases and Protection	InvisibleSHIELD GLASSPLUS Screen - LG V50 ThinQ	Clear	\$39.99	Yes	\$29.99
660543507185	Cases and Protection	Otterbox Rugged Defender Case - Apple iPad Mini (5th Gen)	Black	\$69.99	Yes	\$52.49
848709072207	Cases and Protection	Speck Presidio Clear Case - LG V50 ThinQ	Clear	\$44.99	Yes	\$33.74
848709072191	Cases and Protection	Speck Presidio Pro Case - LG V50 ThinQ	Black	\$44.99	Yes	\$33.74
848467085594	Cases and Protection	Zagg InvisibleSHIELD Glass Curve Elite Screen - LG G8 ThinQ	Clear	\$49.99	Yes	\$37.49
096962274580	Power	Sonim 1500mAh Li-ion Battery for XP3	Black	\$44.99	Yes	\$33.74
753936654228	Power	12-Bay Battery Only Charger - XP3	Black	\$599.99	Yes	\$449.99
753936654457	Power	4-Bay Battery Only Charger- XP3	Black	\$439.99	Yes	\$329.99
096962272982	Power	4-Bay Battery Only Charger- XP5s	Black	\$439.99	Yes	\$329.99
753936654259	Power	4-station drop in phone charger- XP3	Black	\$439.99	Yes	\$329.99
753936653993	Power	6-station drop in phone charger- XP3	Black	\$599.99	Yes	\$449.99
096962274023	Power	6-station drop in phone charger- XP5s	Black	\$599.99	Yes	\$449.99
096962272999	Power	Single Bay Battery Only Charger - XP5s	Black	\$149.99	Yes	\$112.49
753936654440	Power	Single Bay Battery Only Charger- XP3	Black	\$149.99	Yes	\$112.49
753936654266	Power	Single station drop in phone charger- XP3	Black	\$149.99	Yes	\$112.49
096962273361	Power	Single station drop in phone charger- XP5s	Black	\$149.99	Yes	\$112.49



**Sourcewell
RFP #080119
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SKU	Accessory Category	Accessory Description	Color	SRP	Eligible for 25% Accessory Discount	Discounted Price
846127184120	Cases and Protection	Case-Mate Naked Tough Case - Google Pixel 3a	Clear	\$34.99	Yes	\$26.24
846127184076	Cases and Protection	Case-Mate Naked Tough Case - Google Pixel 3a XL	Clear	\$34.99	Yes	\$26.24
715802842351	Cases and Protection	Key Curved Full Adh Tempered Glass Screen - Google Pixel 3	Clear	\$34.99	Yes	\$26.24
715802842368	Cases and Protection	Key Curved Full Adh Tempered Glass Screen - Google Pixel 3XL	Clear	\$34.99	Yes	\$26.24
715802842320	Cases and Protection	Key Tempered Glass Screen - Google Pixel 3a	Clear	\$29.99	Yes	\$22.49
715802842313	Cases and Protection	Key Tempered Glass Screen - Google Pixel 3a XL	Clear	\$29.99	Yes	\$22.49
660543467625	Cases and Protection	Otterbox Defender Series Screenless Case - Google Pixel 3XL	Black	\$59.99	Yes	\$44.99
660543467977	Cases and Protection	Otterbox Symmetry Series Case - Google Pixel 3	Clear	\$39.99	Yes	\$29.99
660543467731	Cases and Protection	Otterbox Symmetry Series Case - Google Pixel 3XL	Clear	\$49.99	Yes	\$37.49
096962273323	Power	12-Bay Battery Charger - XP5s	Black	\$599.99	Yes	\$449.99
096962273330	Power	12-Bay Battery Charger - XP8	Black	\$599.99	Yes	\$449.99
848467063561	Cases and Protection	InvisibleSHIELD GLASS Plus Screen (iPad Air 3rd Gen & iPad Pro 10.5)	Clear	\$54.99	Yes	\$41.24
848467041842	Cases and Protection	InvisibleSHIELD GLASS Screen - iPad Mini (5th Gen & 4th Gen)	Clear	\$44.99	Yes	\$33.74
869328000228	Audio	Klein CURL Wired PTT Headset	Black	\$69.99	Yes	\$52.49
869328000235	Audio	Klein VALOR RSM		\$259.99	Yes	\$194.99
050036354158	Audio	JBL Clip 3 Portable Speaker - Black	Black	\$59.99	Yes	\$44.99
050036354707	Audio	JBL Duet Mini 2 - Black	Black	\$89.99	Yes	\$67.49
660543495321	Cases and Protection	LifeProof Next Case – Samsung Galaxy s10e	Ultra Pink	\$79.99	Yes	\$59.99
848467085136	Cases and Protection	mophie juice pack access - Apple iPhone X\Xs	Black	\$99.99	Yes	\$74.99
848467085075	Cases and Protection	mophie juice pack access - Apple iPhone XR	Black	\$99.99	Yes	\$74.99
848467085211	Cases and Protection	mophie juice pack access - Apple iPhone Xs Max	Black	\$99.99	Yes	\$74.99
660543502913	Cases and Protection	Otterbox Defender Series Screenless Case - LG G8 ThinQ	Black	\$59.99	Yes	\$44.99
660543503033	Cases and Protection	Otterbox Symmetry Series Case - LG G8 ThinQ	Black	\$49.99	Yes	\$37.49
846127184038	Cases and Protection	Case-Mate Naked Tough Case - LG G8 ThinQ	Clear	\$34.99	Yes	\$26.24
846127184052	Cases and Protection	Case-Mate Sheer Crystal Case - LG G8 ThinQ	Clear Crystal	\$34.99	Yes	\$26.24
848467085648	Cases and Protection	InvisibleShield Ultra Clear Screen Protector - LG G8 ThinQ	Clear	\$29.99	Yes	\$22.49
846537063671	Cases and Protection	Holster - Sonim XP3	Black	\$29.99	Yes	\$22.49
887276303987	Audio	Samsung Galaxy Buds	Black	\$129.99	Yes	\$97.49
841152119680	Cases and Protection	Adidas Active Grip Case - Apple iPhone X\Xs	Black	\$44.99	Yes	\$33.74
841152117402	Cases and Protection	Adidas Active Grip Case - Apple iPhone Xs Max	Black	\$44.99	Yes	\$33.74
841152122451	Cases and Protection	Adidas Leather Case - Samsung Galaxy s10	Black	\$39.99	Yes	\$29.99



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841152122468	Cases and Protection	Adidas Leather Case - Samsung Galaxy s10+	Black	\$39.99	Yes	\$29.99
745883768196	Power	Belkin 5W Wireless Charging Pad Black	Black	\$39.99	Yes	\$29.99
745883766055	Power	Belkin BOOST↑UP™ 5K Power bank w/ Lightning port	Black	\$39.99	Yes	\$29.99
846127183055	Cases and Protection	Case-Mate Sheer Crystal Case - Samsung Galaxy s10e	Clear Crystal	\$34.99	Yes	\$26.24
846127183437	Cases and Protection	Case-Mate Twinkle Case - Samsung Galaxy s10+	Twinkle Stardust	\$39.99	Yes	\$29.99
846127183307	Cases and Protection	Case-Mate Waterfall Case - Samsung Galaxy s10	Iridescent	\$39.99	Yes	\$29.99
191058099198	Cases and Protection	Incipio Esquire Series Case - Samsung Galaxy s10	Gray	\$34.99	Yes	\$26.24
191058099204	Cases and Protection	Incipio Esquire Series Case - Samsung Galaxy s10+	Gray	\$34.99	Yes	\$26.24
191058098665	Cases and Protection	kate spade new york Protective Hardshell Case - Samsung Galaxy s10	Black/Cream Stripe	\$39.99	Yes	\$29.99
191058098672	Cases and Protection	kate spade new york Protective Hardshell Case - Samsung Galaxy s10+	Black/Cream Stripe/G	\$49.99	Yes	\$37.49
810030031987	Power	KEY 3-in-1 Apple Watch 5K power bank	black/silver	\$69.99	Yes	\$52.49
715802841873	Cases and Protection	Key Hybrid Case - Samsung Galaxy s10	Clear	\$29.99	Yes	\$22.49
715802841880	Cases and Protection	Key Hybrid Case - Samsung Galaxy s10+	Clear	\$29.99	Yes	\$22.49
715802841866	Cases and Protection	Key Hybrid Case - Samsung Galaxy s10e	Clear	\$29.99	Yes	\$22.49
660543495741	Cases and Protection	LifeProof Next Case – Samsung Galaxy s10	Clear/Black	\$79.99	Yes	\$59.99
660543494102	Cases and Protection	LifeProof Next Case – Samsung Galaxy s10+	Clear/Black	\$79.99	Yes	\$59.99
660543495314	Cases and Protection	LifeProof Next Case – Samsung Galaxy s10e	Clear/Black	\$79.99	Yes	\$59.99
660543492443	Cases and Protection	Otterbox Alpha Flex Screen Protector - Samsung Galaxy S10	Clear	\$49.99	Yes	\$37.49
660543493938	Cases and Protection	Otterbox Alpha Flex Screen Protector - Samsung Galaxy S10+	Clear	\$49.99	Yes	\$37.49
660543495154	Cases and Protection	Otterbox Alpha Flex Screen Protector - Samsung Galaxy S10e		\$49.99	Yes	\$37.49
660543492146	Cases and Protection	Otterbox Defender Series Screenless Case - Samsung Galaxy s10	Black	\$59.99	Yes	\$44.99
660543492153	Cases and Protection	Otterbox Defender Series Screenless Case - Samsung Galaxy s10	Purple Nebula	\$59.99	Yes	\$44.99
660543492986	Cases and Protection	Otterbox Defender Series Screenless Case - Samsung Galaxy s10+	Black	\$59.99	Yes	\$44.99
660543492993	Cases and Protection	Otterbox Defender Series Screenless Case - Samsung Galaxy s10+	Purple Nebula	\$59.99	Yes	\$44.99
660543494379	Cases and Protection	Otterbox Defender Series Screenless Case - Samsung Galaxy s10e	Black	\$59.99	Yes	\$44.99
660543494386	Cases and Protection	Otterbox Defender Series Screenless Case - Samsung Galaxy s10e	Purple Nebula	\$59.99	Yes	\$44.99
660543492221	Cases and Protection	Otterbox Symmetry Series Case - Samsung Galaxy s10	Black	\$49.99	Yes	\$37.49
660543492276	Cases and Protection	Otterbox Symmetry Series Case - Samsung Galaxy s10	Stardust	\$49.99	Yes	\$37.49
660543492269	Cases and Protection	Otterbox Symmetry Series Case - Samsung Galaxy s10	Clear	\$49.99	Yes	\$37.49
660543493310	Cases and Protection	Otterbox Symmetry Series Case - Samsung Galaxy s10+	Black	\$49.99	Yes	\$37.49
660543493501	Cases and Protection	Otterbox Symmetry Series Case - Samsung Galaxy s10+	Stardust	\$49.99	Yes	\$37.49



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660543493488	Cases and Protection	Otterbox Symmetry Series Case - Samsung Galaxy s10+	Clear	\$49.99	Yes	\$37.49
660543494645	Cases and Protection	Otterbox Symmetry Series Case - Samsung Galaxy s10e	Black	\$49.99	Yes	\$37.49
660543494812	Cases and Protection	Otterbox Symmetry Series Case - Samsung Galaxy s10e	Stardust	\$49.99	Yes	\$37.49
660543494805	Cases and Protection	Otterbox Symmetry Series Case - Samsung Galaxy s10e	Clear	\$49.99	Yes	\$37.49
887276251745	Power	Samsung Fast Charge Stand 2018, Black	Black	\$59.99	Yes	\$44.99
887276320663	Cases and Protection	Samsung Leather Cover - Samsung Galaxy s10+	White	\$49.99	Yes	\$37.49
887276322889	Cases and Protection	Samsung Rugged Protective Cover - Samsung Galaxy s10e	Blue	\$34.99	Yes	\$26.24
887276320649	Cases and Protection	Samsung S-View Cover - Samsung Galaxy s10	Black	\$59.99	Yes	\$44.99
887276320656	Cases and Protection	Samsung S-View Cover - Samsung Galaxy s10+	Black	\$59.99	Yes	\$44.99
856836008259	Cases and Protection	Scooch Wingman Case - Samsung Galaxy s10	Clear	\$44.99	Yes	\$33.74
856836008280	Cases and Protection	Scooch Wingman Case - Samsung Galaxy s10+	Clear	\$44.99	Yes	\$33.74
856836008235	Cases and Protection	Scooch Wingman Case - Samsung Galaxy s10e	Clear	\$44.99	Yes	\$33.74
848709069573	Cases and Protection	Speck Presidio Clear Case - Samsung Galaxy s10	Clear	\$39.99	Yes	\$29.99
848709069887	Cases and Protection	Speck Presidio Clear Case - Samsung Galaxy s10+	Clear	\$44.99	Yes	\$33.74
848709069269	Cases and Protection	Speck Presidio Clear Case - Samsung Galaxy s10e	Clear	\$39.99	Yes	\$29.99
848709069511	Cases and Protection	Speck Presidio Pro Case - Samsung Galaxy s10	Black	\$39.99	Yes	\$29.99
848709069825	Cases and Protection	Speck Presidio Pro Case - Samsung Galaxy s10+	Black	\$44.99	Yes	\$33.74
848709069207	Cases and Protection	Speck Presidio Pro Case - Samsung Galaxy s10e	Black	\$39.99	Yes	\$29.99
812491031728	Cases and Protection	Tech 21 Evo Check Case - Samsung Galaxy s10	Smokey Black	\$39.99	Yes	\$29.99
812491031780	Cases and Protection	Tech 21 Evo Check Case - Samsung Galaxy s10	Shark Blue	\$39.99	Yes	\$29.99
812491031810	Cases and Protection	Tech 21 Evo Check Case - Samsung Galaxy s10+	Smokey Black	\$39.99	Yes	\$29.99
812491031872	Cases and Protection	Tech 21 Evo Check Case - Samsung Galaxy s10+	Shark Blue	\$39.99	Yes	\$29.99
812491031667	Cases and Protection	Tech 21 Evo Check Case - Samsung Galaxy s10e	Smokey Black	\$39.99	Yes	\$29.99
812491031759	Cases and Protection	Tech 21 Pure Clear Case - Samsung Galaxy s10	Clear	\$39.99	Yes	\$29.99
812491031841	Cases and Protection	Tech 21 Pure Clear Case - Samsung Galaxy s10+	Clear	\$39.99	Yes	\$29.99
812491031698	Cases and Protection	Tech 21 Pure Clear Case - Samsung Galaxy s10e	Clear	\$39.99	Yes	\$29.99
810030032236	Cases and Protection	Uunique 2in1 Luxury Lthr Folio&Detachabable Shell - Samsung Galaxy s10	Black	\$59.99	Yes	\$44.99
810030032274	Cases and Protection	Uunique 2in1 Luxury Lthr Folio&Detachabable Shell - Samsung Galaxy s10+	Black	\$59.99	Yes	\$44.99
848467083545	Cases and Protection	InvisibleShield Ultra Clear Screen Protector - Samsung Galaxy S10	Clear	\$29.99	Yes	\$22.49
848467083552	Cases and Protection	InvisibleShield Ultra Clear Screen Protector - Samsung Galaxy S10+		\$29.99	Yes	\$22.49
848467083538	Cases and Protection	InvisibleShield Ultra Clear Screen Protector - Samsung Galaxy S10e	Clear	\$29.99	Yes	\$22.49



**Sourcewell
RFP #080119
Wireless Accessory Pricing**

SKU	Accessory Category	Accessory Description	Color	SRP	Eligible for 25% Accessory Discount	Discounted Price
050036355759	Audio	JBL Arc Bluetooth Headphones - Black/Blue	Black/Blue	\$99.99	Yes	\$74.99
715802841781	Cases and Protection	Key Liquid Screen Protection	Clear	\$49.99	Yes	\$37.49
067215026300	Power	Kyocera DuraTR Battery E4750		\$39.99	Yes	\$29.99
067215026621	Power	Kyocera DuraXTP Battery		\$39.99	Yes	\$29.99
190198763167	Cases and Protection	Apple Silicone Case - Apple iPhone Xs	Midnight Blue	\$39.99	No	\$39.99
190198763266	Cases and Protection	Apple Silicone Case - Apple iPhone Xs Max	Midnight Blue	\$39.99	No	\$39.99
715802841439	Cases and Protection	Holster - CAT s48c	Black	\$29.99	Yes	\$22.49
715802841842	Cases and Protection	Key Hybrid Case - LG Tribute Empire/Dynasty	Clear	\$29.99	Yes	\$22.49
715802841835	Cases and Protection	Key Tempered Glass Screen - LG Tribute Empire		\$29.99	Yes	\$22.49
660543486473	Cases and Protection	Otterbox Rugged Defender Case - Apple iPad Pro 11"	Black	\$89.99	Yes	\$67.49
660543486619	Cases and Protection	Otterbox Rugged Defender Case - Apple iPad Pro 12.9" 3rd Gen	Black	\$119.99	Yes	\$89.99
846537061851	Cases and Protection	Quikcell KickBack Protective Case - LG Tribute Empire	Black	\$29.99	Yes	\$22.49
843257100761	In Vehicle Solutions	Tytl Fast Charge Wireless Vent Mount	Black	\$59.99	Yes	\$44.99
745883759378	Power	Belkin 27W USB-C™ + 12W USB-A Home Charger	Silver	\$49.99	Yes	\$37.49
794604481883	Mobile Life	HABITU Apple Watch Band 3pk 38/40mm Assrtd GRY	Gray	\$79.99	Yes	\$59.99
794604481890	Mobile Life	HABITU Apple Watch Band 3pk 38/40mm Assrtd PNK	Pink	\$79.99	Yes	\$59.99
794604483160	Mobile Life	HABITU Apple Watch Band 3pk 38/40mm PNK/GRY/BLKGRY		\$75.00	Yes	\$56.25
794604481913	Mobile Life	HABITU Apple Watch Band 3pk 42/44mm Assrtd GRY	Gray	\$79.99	Yes	\$59.99
794604483153	Mobile Life	HABITU Apple Watch Band 3pk 42/44mm Assrtd PNK	Pink	\$79.99	Yes	\$59.99
794604481906	Mobile Life	HABITU Apple Watch Band 3pk 42/44mm BLK/BLU/BLKYLW		\$75.00	Yes	\$56.25
854807007348	Audio	Klein PATRIOT PRO Wired PTT Headset for XP5s and XP8		\$129.99	Yes	\$97.49
854807007362	Audio	Klein VALOR Remote Speaker Microphone for XP5s and XP8	Black	\$199.99	No	\$199.99
660543472117	Cases and Protection	LifeProof fre Case – Apple iPhone XR	Asphalt Black	\$89.99	Yes	\$67.49
660543470175	Cases and Protection	LifeProof fre Case – Apple iPhone Xs	Black Asphalt	\$89.99	Yes	\$67.49
848467077155	Cases and Protection	mophie Juice Pack Air - Apple iPhone X\Xs	Black	\$99.99	Yes	\$74.99
848467076226	Cases and Protection	mophie Juice Pack Air - Samsung Galaxy Note9	Black	\$99.99	Yes	\$74.99
096962273156	Audio	Sonim XPand Direct Mode for XP8	Black	\$249.95	No	\$249.95
848709067425	Cases and Protection	Speck Balance Folio - Samsung Galaxy Tab A 10.5"	Black	\$39.99	Yes	\$29.99
848709034281	Cases and Protection	Speck iGuy Case - Apple iPad	Red	\$39.99	Yes	\$29.99
848467081657	Mobile Life	Zagg InvisibleShield Glass Curve Elite ScrnPro - Apple Watch Series 4 - 40mm		\$39.99	Yes	\$29.99
848467081640	Mobile Life	Zagg InvisibleShield Glass Curve Elite ScrnPro - Apple Watch Series 4 - 44mm		\$39.99	Yes	\$29.99



**Sourcewell
RFP #080119
Wireless Accessory Pricing**

SKU	Accessory Category	Accessory Description	Color	SRP	Eligible for 25% Accessory Discount	Discounted Price
765951360381	In Vehicle Solutions	Kyocera DuraForce Pro Charging Cradle	Black	\$189.99	No	\$189.99
765951360404	In Vehicle Solutions	Kyocera DuraForce Pro Hands Free Car Kit	Black	\$379.99	No	\$379.99
765951360336	In Vehicle Solutions	Kyocera DuraTR Hands Free Car Kit	Black	\$349.99	No	\$349.99
096962273484	Power	Sonim 4900mAh Li-ion Battery for XP8	Black	\$69.99	Yes	\$52.49
190198898630	Mobile Life	Apple Watch Band - Sport Loop - Seashell - 40/38mm	White	\$49.99	Yes	\$37.49
190198899118	Mobile Life	Apple Watch Band - Sport Loop - Pink Sand - 44/42mm	Pink	\$49.99	Yes	\$37.49
190198899156	Mobile Life	Apple Watch Band - Sport Loop - Seashell - 44/42mm	White	\$49.99	Yes	\$37.49
745883761975	Cables and Adapters	Belkin 6ft Lightning to 3.5MM Cable	White	\$34.99	Yes	\$26.24
846127177474	Mobile Life	Case-Mate Apple Watch Band - Pebbled Leather - Black - 40/38mm	Black	\$49.99	Yes	\$37.49
846127171090	Mobile Life	Case-Mate Apple Watch Band - Signature Leather - Black - 44/42mm	Black	\$49.99	Yes	\$37.49
814609018690	Cases and Protection	Gadget Guard Tech Tonic 12oz Cleaner/Install Kit - FOR STORE USE ONLY		\$0.00	No	\$0.00
028292282980	Audio	Harman Kardon Onyx Studio 5 - Blue	Blue	\$479.99	Yes	\$359.99
028292282973	Audio	Harman Kardon Onyx Studio 5 - Gray	Gray	\$479.99	Yes	\$359.99
050036353397	Audio	JBL Charge 4 - Black	Black	\$149.99	Yes	\$112.49
050036353403	Audio	JBL Charge 4 - Blue	Blue	\$149.99	Yes	\$112.49
050036346627	Audio	JBL Link View	Black	\$279.99	Yes	\$209.99
600736757539	Cases and Protection	Key Hybrid Case - Apple iPhone X\Xs	Clear	\$24.99	Yes	\$18.74
815425020706	Audio	LG TONE Ultra SE (HBS-835S) - Blue	Blue	\$129.99	Yes	\$97.49
660543474050	Cases and Protection	LifeProof fre Case – Apple iPhone Xs Max	Asphalt Black	\$89.99	Yes	\$67.49
816479016684	Audio	Moto VerveBuds 500 Black	Black	\$99.99	Yes	\$74.99
816479016691	Audio	Moto VerveBuds 500 White	White	\$99.99	Yes	\$74.99
816479016707	Audio	Moto VerveLoop 500 ANC	Black	\$49.99	Yes	\$37.49
094664038912	In Vehicle Solutions	Nite Ize Steelie FreeMount Vent Kit	Black	\$39.99	Yes	\$29.99
660543480327	Cases and Protection	Otterbox Rugged Defender Case - Samsung Galaxy Tab A 10.5"	Black	\$89.99	Yes	\$67.49
660543485179	Cases and Protection	Otterbox Rugged Defender Case - Samsung Galaxy Tab S4	Black	\$89.99	Yes	\$67.49
660543481683	Cases and Protection	Otterbox Symmetry Series Disney Case - Apple iPhone XR	Rad Mickey	\$54.99	Yes	\$41.24
660543481706	Cases and Protection	Otterbox Symmetry Series Disney Case - Apple iPhone XR	Rad Minnie	\$54.99	Yes	\$41.24
660543481621	Cases and Protection	Otterbox Symmetry Series Disney Case - Apple iPhone Xs	Rad Mickey	\$44.99	Yes	\$33.74
660543481645	Cases and Protection	Otterbox Symmetry Series Disney Case - Apple iPhone Xs	Rad Minnie	\$44.99	Yes	\$33.74
660543481560	Cases and Protection	Otterbox Symmetry Series Disney Case - Apple iPhone Xs Max	Rad Mickey	\$54.99	Yes	\$41.24
660543481584	Cases and Protection	Otterbox Symmetry Series Disney Case - Apple iPhone Xs Max	Rad Minnie	\$54.99	Yes	\$41.24



Sourcewell
RFP #080119
Wireless Accessory Pricing

SKU	Accessory Category	Accessory Description	Color	SRP	Eligible for 25% Accessory Discount	Discounted Price
853215006806	Cases and Protection	Scooch Universal Wingback	Clear	\$14.99	Yes	\$11.24
856836008044	Cases and Protection	Scooch Wingmate Case - Apple iPhone X/Xs	Stone	\$44.99	Yes	\$33.74
856836008068	Cases and Protection	Scooch Wingmate Case - Apple iPhone XR	Stone	\$44.99	Yes	\$33.74
856836008082	Cases and Protection	Scooch Wingmate Case - Apple iPhone Xs Max	Stone	\$44.99	Yes	\$33.74
856836008112	Cases and Protection	Scooch WingPro Case - Apple iPhone X/Xs	Ultra Marine	\$39.99	Yes	\$29.99
856836008150	Cases and Protection	Scooch WingPro Case - Apple iPhone XR	Ultra Marine	\$39.99	Yes	\$29.99
856836008174	Cases and Protection	Scooch WingPro Case - Apple iPhone Xs Max	Ultra Marine	\$39.99	Yes	\$29.99
848709061393	Cases and Protection	Speck Presidio Clear Case - Apple iPhone 6/6s/7/8	Clear	\$39.99	Yes	\$29.99
848709061461	Cases and Protection	Speck Presidio Clear Case - Apple iPhone 6/6s/7/8 Plus	Clear	\$44.99	Yes	\$33.74
781420064987	Audio	TYLT Mini Boom BT Speaker - Silver	Silver	\$19.99	Yes	\$14.99
810030031963	Cases and Protection	Uunique Quilted Pocket Hard Shell Case - Apple iPhone Xs Max	Black	\$49.99	Yes	\$37.49
810030031932	Cases and Protection	Uunique Reflect Pocket Hard Shell Case - Apple iPhone X\Xs	Gray/Black	\$49.99	Yes	\$37.49
810030031956	Cases and Protection	Uunique Reflect Pocket Hard Shell Case - Apple iPhone XR	Gray/Black	\$49.99	Yes	\$37.49
848467076936	Cases and Protection	InvisibleSHIELD GLASS+ Luxe 360 Screen - iPhone XR		\$69.99	Yes	\$52.49
191058089441	Cases and Protection	kate spade new york Protective Hardshell Case - Apple iPhone XR	Charlotte Stripe Gold	\$39.99	Yes	\$29.99
600736757768	Cases and Protection	KEY Complete Coverage Tempered Glass - iPhone XR		\$49.99	Yes	\$37.49
600736757546	Cases and Protection	Key Hybrid Case - Apple iPhone XR	Clear	\$24.99	Yes	\$18.74
600736757713	Cases and Protection	Key Privacy Tempered Glass Screen - iPhone XR		\$34.99	Yes	\$26.24
660543472384	Cases and Protection	LifeProof Next Case – Apple iPhone XR	Black Crystal	\$79.99	Yes	\$59.99
660543477488	Cases and Protection	Otterbox Bundle (Clear Symmetry & Alpha Glass) - Apple iPhone XR	Clear	\$89.99	Yes	\$67.49
660543470618	Cases and Protection	Otterbox Defender Series Screenless Case - Apple iPhone XR	Black	\$59.99	Yes	\$44.99
660543470649	Cases and Protection	Otterbox Defender Series Screenless Case - Apple iPhone XR	Big Sur	\$59.99	Yes	\$44.99
660543471189	Cases and Protection	Otterbox Symmetry Series Case - Apple iPhone XR	Black	\$49.99	Yes	\$37.49
660543471677	Cases and Protection	Otterbox Symmetry Series Case - Apple iPhone XR	Gradient Energy	\$54.99	Yes	\$41.24
660543471660	Cases and Protection	Otterbox Symmetry Series Case - Apple iPhone XR	Stardust	\$49.99	Yes	\$37.49
853215006967	Cases and Protection	Scooch Wingman Case - Apple iPhone XR	Clear	\$44.99	Yes	\$33.74
812491030936	Cases and Protection	Tech 21 Evo Check Case - Apple iPhone XR	Smokey Black	\$39.99	Yes	\$29.99
812491030998	Cases and Protection	Tech 21 Evo Check Case - Apple iPhone XR	Orchid	\$39.99	Yes	\$29.99
812491031025	Cases and Protection	Tech 21 Evo Wallet Case - Apple iPhone XR	Black	\$49.99	Yes	\$37.49
812491031056	Cases and Protection	Tech 21 Pure Clear Case - Apple iPhone XR	Clear	\$39.99	Yes	\$29.99
846127179904	Cases and Protection	Case-Mate Sheer Crystal Case - Apple iPhone XR	Clear	\$39.99	Yes	\$29.99



**Sourcewell
RFP #080119
Wireless Accessory Pricing**

SKU	Accessory Category	Accessory Description	Color	SRP	Eligible for 25% Accessory Discount	Discounted Price
846127179843	Cases and Protection	Case-Mate Waterfall Case - Apple iPhone XR	Gold	\$39.99	Yes	\$29.99
866995000346	Audio	Curl Push To Talk Headset	Black	\$44.99	No	\$44.99
848467076929	Cases and Protection	InvisibleSHIELD GLASSPLUS Screen - iPhone XR		\$39.99	Yes	\$29.99
191058089465	Cases and Protection	kate spade new york Protective Hardshell Case - Apple iPhone XR	Soft Touch Comold Fe	\$39.99	Yes	\$29.99
600736757515	Cases and Protection	Key Tempered Glass Screen - iPhone XR		\$29.99	Yes	\$22.49
765951360329	Audio	Kyocera DuraTR PTT RSM	Black	\$159.99	No	\$159.99
853215006950	Cases and Protection	Scooch Wingman Case - Apple iPhone XR	Black	\$44.99	Yes	\$33.74
848709061102	Cases and Protection	Speck Presidio Clear Case - Apple iPhone XR	Clear	\$44.99	Yes	\$33.74
810030031055	Cases and Protection	Uunique Genuine Leather Classic Folio Wallet w/ 2n1 Shell - Apple iPhone XR	Black	\$59.99	Yes	\$44.99
018254000738	Audio	Valor Speaker Microphone, Kodiak (black)	Black	\$139.99	No	\$139.99
815425020751	Audio	LG TONE Platinum (HBS-930) - Black	Black	\$149.99	Yes	\$112.49
815425020805	Audio	LG TONE Platinum (HBS-930) - Gold		\$149.99	Yes	\$112.49
815425020690	Audio	LG TONE Ultra SE (HBS-835S) - Black	Black	\$129.99	Yes	\$97.49
191058094742	Cases and Protection	Incipio Esquire Series Case - Apple iPhone X\Xs	Gray	\$34.99	Yes	\$26.24
191058089458	Cases and Protection	kate spade new york Protective Hardshell Case - Apple iPhone X\Xs	Charlotte Stripe Black	\$39.99	Yes	\$29.99
600736757805	Cases and Protection	Key Hybrid Case - LG V40 ThinQ	Clear	\$29.99	Yes	\$22.49
600736757812	Cases and Protection	Key Tempered Glass Screen - LG V40 ThinQ		\$29.99	Yes	\$22.49
869328000259	Power	Klein 12 Bay Charging Station		\$199.99	Yes	\$149.99
660543480365	Cases and Protection	Otterbox Defender Series Screenless Case - LG V40 ThinQ	Black	\$59.99	Yes	\$44.99
848709061249	Cases and Protection	Speck Presidio Clear Case - Apple iPhone X\Xs	Clear	\$44.99	Yes	\$33.74
812491031445	Cases and Protection	Tech 21 Evo Check Case - LG V40 ThinQ	Smokey Black	\$39.99	Yes	\$29.99
812491031476	Cases and Protection	Tech 21 Evo Check Case - LG V40 ThinQ	Midnight Blue	\$39.99	Yes	\$29.99
765951360466	Power	AdvanceTec 12-Bay Battery Charger - DuraXTP		\$499.99	Yes	\$374.99
765951360459	Power	AdvanceTec 4-Bay Battery Charger - DuraXTP		\$369.99	Yes	\$277.49
190198802927	Cases and Protection	Apple Silicone Case - Apple iPhone Xs	Lavender Gray	\$39.99	No	\$39.99
190198802897	Cases and Protection	Apple Silicone Case - Apple iPhone Xs	Nectarine	\$39.99	No	\$39.99
190198803092	Cases and Protection	Apple Silicone Case - Apple iPhone Xs Max	Lavender Gray	\$39.99	No	\$39.99
190198803061	Cases and Protection	Apple Silicone Case - Apple iPhone Xs Max	Nectarine	\$39.99	No	\$39.99
660543470441	Cases and Protection	LifeProof Next Case – Apple iPhone X\Xs	Clear/Black	\$79.99	Yes	\$59.99
660543477501	Cases and Protection	Otterbox Bundle (Clear Symmetry & Alpha Glass) - Apple iPhone X\Xs	Clear	\$79.99	Yes	\$59.99
660543468677	Cases and Protection	Otterbox Defender Series Screenless Case - Apple iPhone X\Xs	Black	\$49.99	Yes	\$37.49



Sourcewell
RFP #080119
Wireless Accessory Pricing

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660543468707	Cases and Protection	Otterbox Defender Series Screenless Case - Apple iPhone X\Xs	Big Sur	\$49.99	Yes	\$37.49
660543469247	Cases and Protection	Otterbox Symmetry Series Case - Apple iPhone X\Xs	Black	\$39.99	Yes	\$29.99
660543469735	Cases and Protection	Otterbox Symmetry Series Case - Apple iPhone X\Xs	Gradient Energy	\$44.99	Yes	\$33.74
660543469728	Cases and Protection	Otterbox Symmetry Series Case - Apple iPhone X\Xs	Clear	\$39.99	Yes	\$29.99
853215006929	Cases and Protection	Scooch Wingman Case - Apple iPhone X\Xs	Black	\$44.99	Yes	\$33.74
853215006936	Cases and Protection	Scooch Wingman Case - Apple iPhone X\Xs	Clear	\$44.99	Yes	\$33.74
846127180177	Cases and Protection	Case-Mate Twinkle Case - Apple iPhone Xs Max	Stardust	\$39.99	Yes	\$29.99
846127179553	Cases and Protection	Case-Mate Waterfall Case - Apple iPhone X\Xs	Rose Gold	\$39.99	Yes	\$29.99
850000957015	In Vehicle Solutions	GPS Lockbox Full Mounting Kit - Samsung 8" Tab A	Black	\$179.99	Yes	\$134.99
191058094759	Cases and Protection	Incipio Esquire Series Case - Apple iPhone Xs Max	Gray	\$34.99	Yes	\$26.24
848467076578	Cases and Protection	InvisibleSHIELD GLASS+ Luxe 360 Screen - Apple iPhone Xs Max		\$69.99	Yes	\$52.49
848467073256	Cases and Protection	InvisibleSHIELD GLASS+ Luxe 360 Screen - iPhone X/Xs		\$69.99	Yes	\$52.49
848467076554	Cases and Protection	InvisibleSHIELD GLASSPLUS Screen - Apple iPhone Xs Max		\$39.99	Yes	\$29.99
191058093950	Cases and Protection	kate spade new york Protective Hardshell Case - Apple iPhone Xs Max	Charlotte Stripe White	\$39.99	Yes	\$29.99
600736757775	Cases and Protection	KEY Complete Coverage Tempered Glass - Apple iPhone Xs Max		\$49.99	Yes	\$37.49
600736757751	Cases and Protection	KEY Complete Coverage Tempered Glass - iPhone X/Xs		\$49.99	Yes	\$37.49
600736757553	Cases and Protection	Key Hybrid Case - Apple iPhone Xs Max	Clear	\$24.99	Yes	\$18.74
600736757720	Cases and Protection	Key Privacy Tempered Glass Screen - Apple iPhone Xs Max		\$34.99	Yes	\$26.24
600736757706	Cases and Protection	Key Privacy Tempered Glass Screen - iPhone X/Xs		\$34.99	Yes	\$26.24
600736757522	Cases and Protection	Key Tempered Glass Screen - Apple iPhone Xs Max		\$29.99	Yes	\$22.49
600736757508	Cases and Protection	Key Tempered Glass Screen - iPhone X/Xs		\$29.99	Yes	\$22.49
660543474326	Cases and Protection	LifeProof Next Case – Apple iPhone Xs Max	Black Crystal	\$79.99	Yes	\$59.99
660543477525	Cases and Protection	Otterbox Bundle (Clear Symmetry & Alpha Glass) - Apple iPhone Xs Max	Clear	\$89.99	Yes	\$67.49
660543472551	Cases and Protection	Otterbox Defender Series Screenless Case - Apple iPhone Xs Max	Black	\$59.99	Yes	\$44.99
660543472582	Cases and Protection	Otterbox Defender Series Screenless Case - Apple iPhone Xs Max	Big Sur	\$59.99	Yes	\$44.99
660543473121	Cases and Protection	Otterbox Symmetry Series Case - Apple iPhone Xs Max	Black	\$49.99	Yes	\$37.49
660543473619	Cases and Protection	Otterbox Symmetry Series Case - Apple iPhone Xs Max	Gradient Energy	\$54.99	Yes	\$41.24
660543473602	Cases and Protection	Otterbox Symmetry Series Case - Apple iPhone Xs Max	Stardust	\$49.99	Yes	\$37.49
853215006981	Cases and Protection	Scooch Wingman Case - Apple iPhone Xs Max	Black	\$44.99	Yes	\$33.74
853215006998	Cases and Protection	Scooch Wingman Case - Apple iPhone Xs Max	Clear	\$44.99	Yes	\$33.74
848709061171	Cases and Protection	Speck Presidio Clear Case - Apple iPhone Xs Max	Clear	\$49.99	Yes	\$37.49



**Sourcewell
RFP #080119
Wireless Accessory Pricing**

SKU	Accessory Category	Accessory Description	Color	SRP	Eligible for 25% Accessory Discount	Discounted Price
812491031230	Cases and Protection	Tech 21 Evo Check Case - Apple iPhone X\Xs	Smokey Black	\$39.99	Yes	\$29.99
812491031292	Cases and Protection	Tech 21 Evo Check Case - Apple iPhone X\Xs	Orchid	\$39.99	Yes	\$29.99
812491031087	Cases and Protection	Tech 21 Evo Check Case - Apple iPhone Xs Max	Smokey Black	\$39.99	Yes	\$29.99
812491031148	Cases and Protection	Tech 21 Evo Check Case - Apple iPhone Xs Max	Orchid	\$39.99	Yes	\$29.99
812491031353	Cases and Protection	Tech 21 Pure Clear Case - Apple iPhone X\Xs	Clear	\$39.99	Yes	\$29.99
812491031209	Cases and Protection	Tech 21 Pure Clear Case - Apple iPhone Xs Max	Clear	\$39.99	Yes	\$29.99
810030031048	Cases and Protection	Uunique Genuine Leather Classic Folio Wallet w/ 2n1 Shell - Apple iPhone X\Xs	Black	\$49.98	Yes	\$37.49
810030031062	Cases and Protection	Uunique Genuine Leather Classic Folio Wallet w/ 2n1 Shell - Apple iPhone Xs Max	Black	\$59.99	Yes	\$44.99
028292281495	Audio	AKG Y100 Wireless Headphones	Black	\$99.99	Yes	\$74.99
028292281877	Audio	AKG Y500 Wireless Headphones	Black	\$149.99	Yes	\$112.49
846127181570	Cases and Protection	Case-Mate Sheer Crystal Case - Samsung Galaxy A6	Clear	\$24.98	Yes	\$18.74
846127181587	Cases and Protection	Case-Mate Shine Tough Case - Samsung Galaxy A6	Matte Black	\$24.98	Yes	\$18.74
813394021502	Cases and Protection	Gadget Guard Tech Tonic Screen Cleaner Kit 2oz. w/cloth		\$14.99	Yes	\$11.24
850000957022	Cases and Protection	GPS Lockbox Samsung Tab A 8" Protective Case	Black	\$59.99	Yes	\$44.99
191058077639	Cases and Protection	Incipio Faraday Folio Case - Apple iPad	Black	\$39.99	Yes	\$29.99
050036349949	Audio	JBL Arc Bluetooth Headphones - Black/Blue	Black/Blue	\$99.99	Yes	\$74.99
050036348492	Audio	JBL Duet Mini 2 - Black	Black	\$89.99	Yes	\$67.49
050036348508	Audio	JBL Duet Mini 2 - Blue	Blue	\$89.99	Yes	\$67.49
050036345460	Audio	JBL Xtreme 2 Black	Black	\$299.99	Yes	\$224.99
600736757737	Cases and Protection	Key Hybrid Case - LG K30	Clear	\$24.99	Yes	\$18.74
600736757683	Cases and Protection	Key Hybrid Case - Samsung Galaxy A6	Clear	\$14.98	Yes	\$11.24
600736757744	Cases and Protection	Key Tempered Glass Screen - LG K30		\$29.99	Yes	\$22.49
600736757690	Cases and Protection	Key Tempered Glass Screen - Samsung Galaxy A6		\$29.99	Yes	\$22.49
840472241828	Power	mophie powerstation plus 6,000 mAh USB-C	Black Copper	\$79.99	Yes	\$59.99
840472241811	Power	mophie powerstation plus 4,000 mAh USB-C	Black Copper	\$59.99	Yes	\$44.99
848467072686	Power	mophie powerstation wireless 6,000 mAh Black	Black	\$79.99	Yes	\$59.99
660543456285	Cases and Protection	Otterbox Commuter Series Case - LG K30	Black	\$29.99	Yes	\$22.49
017229166448	Audio	Plantronics BackBeat FIT 2100 - Black	Black		Yes	#VALUE!
017229166455	Audio	Plantronics BackBeat FIT 2100 - Grey	Grey	\$79.98	Yes	\$59.99
017229166462	Audio	Plantronics BackBeat FIT 2100 - Lava/Black	Lava/Black	\$99.99	Yes	\$74.99
017229166424	Audio	Plantronics BackBeat FIT 3100 True Wireless Headphones - Black	Black		Yes	#VALUE!



Sourcewell
RFP #080119
Wireless Accessory Pricing

SKU	Accessory Category	Accessory Description	Color	SRP	Eligible for 25% Accessory Discount	Discounted Price
017229166431	Audio	Plantronics BackBeat FIT 3100 True Wireless Headphones - Grey	Grey		Yes	#VALUE!
853215006905	In Vehicle Solutions	Scooch Wingmount Universal Magnetic Car Mount	Black	\$29.99	Yes	\$22.49
812491031384	Cases and Protection	Tech 21 Evo Check Case - Samsung Galaxy A6	Smokey Black	\$29.98	Yes	\$22.49
812491031414	Cases and Protection	Tech 21 Evo Check Case - Samsung Galaxy A6	Orchid	\$29.98	Yes	\$22.49
852524008969	Cases and Protection	Urban Armor Gear Outback Case - Samsung Galaxy Tab A 8"	Black	\$39.99	Yes	\$29.99
765951360350	Power	AdvanceTec 12-Bay Battery Charger - DuraTR	Black	\$499.99	Yes	\$374.99
765951360343	Power	AdvanceTec 6-Bay Drop In Charger - DuraTR		\$499.99	Yes	\$374.99
846127179324	Cases and Protection	Case-Mate Sheer Crystal Case - Samsung Galaxy Note9	Clear	\$34.99	Yes	\$26.24
846127179348	Cases and Protection	Case-Mate Waterfall Iridescent Case - Samsung Galaxy Note9	Iridescent	\$39.99	Yes	\$29.99
660543463306	Cases and Protection	LifeProof Next Case – Samsung Galaxy Note9	Clear/Black	\$79.99	Yes	\$59.99
660543462163	Cases and Protection	Otterbox Defender Series Screenless Case - Samsung Galaxy Note9	Black	\$59.99	Yes	\$44.99
660543462323	Cases and Protection	Otterbox Defender Series Screenless Case - Samsung Galaxy Note9	Purple Nebula	\$59.99	Yes	\$44.99
887276269306	Miscellaneous	Samsung Keyboard Cover - Galaxy Tab S4	Black	\$149.99	Yes	\$112.49
887276286716	Cases and Protection	Samsung Protective Standing Cover - Samsung Galaxy Note9	Black	\$39.99	Yes	\$29.99
887276288468	Cases and Protection	Samsung Silicone Cover - Samsung Galaxy Note9	Blue	\$19.98	Yes	\$14.99
887276286709	Cases and Protection	Samsung S-View Cover - Samsung Galaxy Note9	Black	\$59.99	Yes	\$44.99
856836008037	Cases and Protection	Scooch Wingman Case - Samsung Galaxy Note9	Clear	\$44.99	Yes	\$33.74
812491030004	Cases and Protection	Tech 21 Evo Check Case - Samsung Galaxy Note9	Smokey Black	\$44.99	Yes	\$33.74
812491030035	Cases and Protection	Tech 21 Evo Check Case - Samsung Galaxy Note9	Ultra Violet	\$44.99	Yes	\$33.74
852524008709	Cases and Protection	Urban Armor Gear Monarch Case - Samsung Galaxy Note9	Black	\$39.98	Yes	\$29.99
810030031031	Cases and Protection	Uunique Genuine Leather Classic Folio Wallet w/ 2n1 Shell - Samsung Galaxy Note9	Black	\$49.98	Yes	\$37.49
848467075717	Cases and Protection	InvisibleSHIELD Curve GLASSPLUS Screen - Samsung Galaxy Note9		\$49.99	Yes	\$37.49
660543462705	Cases and Protection	Otterbox Symmetry Series Case - Samsung Galaxy Note9	Black	\$49.99	Yes	\$37.49
660543462941	Cases and Protection	Otterbox Symmetry Series Case - Samsung Galaxy Note9	Clear	\$49.99	Yes	\$37.49
028292282966	Audio	Harman Kardon Onyx Studio 5 - Black	Black	\$479.99	Yes	\$359.99
887276274867	Power	Samsung Wireless Charger Duo	Black	\$119.99	Yes	\$89.99
745883756452	Power	Belkin BOOST↑UP™ Wireless Charging Pad	White	\$59.99	Yes	\$44.99
028292281556	Audio	Harman Kardon Astra	Black	\$299.99	Yes	\$224.99
050036344326	Audio	JBL Clip 3 Portable Speaker - Black	Black	\$59.99	Yes	\$44.99
050036344401	Audio	JBL Clip 3 Portable Speaker - Pink	Pink	\$59.99	Yes	\$44.99
050036344371	Audio	JBL Clip 3 Portable Speaker - White	White	\$59.99	Yes	\$44.99



Sourcewell
RFP #080119
Wireless Accessory Pricing

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600736757430	Cases and Protection	Key Hybrid Case - LG Stylo 4	Clear	\$24.99	Yes	\$18.74
600736757416	Cases and Protection	Key Hybrid Case - Moto Z3 Play	Clear	\$24.99	Yes	\$18.74
600736757065	Cases and Protection	Key Hybrid Case - Motorola E5 Play	Clear	\$14.98	Yes	\$11.24
600736757447	Cases and Protection	Key Tempered Glass Screen - LG Stylo 4		\$29.99	Yes	\$22.49
600736757034	Cases and Protection	Key Tempered Glass Screen - MOTO E5 Play		\$9.98	Yes	\$7.49
600736757423	Cases and Protection	Key Tempered Glass Screen - MOTO Z3 Play		\$29.99	Yes	\$22.49
848467071870	Power	Mophie charge stream pad+	Black	\$59.99	Yes	\$44.99
660543460107	Cases and Protection	Otterbox Prefix Series Case - Motorola E5 Play	Black	\$19.98	Yes	\$14.99
660543461142	Cases and Protection	Otterbox Prefix Series Case - Motorola E5 Play	Pink Translucent Glitter	\$19.98	Yes	\$14.99
096962273569	Cases and Protection	Sonim Holster with Swivel Clip for XP8	Black	\$29.99	Yes	\$22.49
721227085334	Cases and Protection	DuraForce PRO 2pc Holster	Black	\$29.99	Yes	\$22.49
721227085778	Cases and Protection	Kyocera DuraTR Holster	Black	\$24.99	Yes	\$18.74
717029684851	Cases and Protection	Kyocera DuraXTP Holster	Black	\$24.99	Yes	\$18.74
191058079831	Cases and Protection	Incipio Design Series Case - LG G7 ThinQ	Multi-glitter	\$24.99	Yes	\$18.74
191058079848	Cases and Protection	Incipio Esquire Series Case - LG G7 ThinQ	Gray	\$34.99	Yes	\$26.24
600736757379	Cases and Protection	Key Hybrid Case - Samsung Galaxy J3 Achieve	Clear	\$19.98	Yes	\$14.99
600736757386	Cases and Protection	Key Hybrid Case - Samsung Galaxy J7 Refine	Clear	\$14.98	Yes	\$11.24
600736757393	Cases and Protection	Key Tempered Glass Screen - Samsung Galaxy J3 Achieve		\$19.98	Yes	\$14.99
600736757409	Cases and Protection	Key Tempered Glass Screen - Samsung Galaxy J7 Refine		\$29.99	Yes	\$22.49
660543462040	Cases and Protection	Otterbox Symmetry Series Case - Samsung Galaxy J3 Achieve	Black	\$29.98	Yes	\$22.49
660543462064	Cases and Protection	Otterbox Symmetry Series Case - Samsung Galaxy J3 Achieve	Muted Waters	\$29.98	Yes	\$22.49
660543462088	Cases and Protection	Otterbox Symmetry Series Case - Samsung Galaxy J7 Refine	Black	\$29.98	Yes	\$22.49
813394028112	Cases and Protection	Gadget Guard Black Ice LG G7 ThinQ		\$39.99	Yes	\$29.99
822445131893	Power	Key 10W Wireless Charging Pad Black	Black	\$44.99	Yes	\$33.74
822445131879	Power	Key 10W Wireless Charging Stand Black	Black	\$49.99	Yes	\$37.49
822445132609	Power	KEY 3.4A Dual Car Charger w/1M Micro Cable	Black	\$14.99	Yes	\$11.24
822445132616	Power	KEY 3.4A Dual Car Charger w/1M Type-C Cable	Black	\$14.99	Yes	\$11.24
600736757256	Cases and Protection	Key Hybrid Case - LG G7 ThinQ	Clear	\$24.99	Yes	\$18.74
840472241859	Cases and Protection	mophie Juice Pack Air - Samsung Galaxy S9	Black	\$99.99	Yes	\$74.99
840472241880	Cases and Protection	mophie Juice Pack Air - Samsung Galaxy S9+	Black	\$99.99	Yes	\$74.99
660543454656	Cases and Protection	Otterbox Defender Series Screenless Case - LG G7 ThinQ	Black	\$49.99	Yes	\$37.49



**Sourcewell
RFP #080119
Wireless Accessory Pricing**

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660543454830	Cases and Protection	Otterbox Symmetry Series Case - LG G7 ThinQ	Black	\$39.99	Yes	\$29.99
190198505682	Audio	Beats urBeats3 Earphones Lightning - Black		\$99.99	Yes	\$74.99
745883747283	Cables and Adapters	Belkin Cable Kevlar 4' USB-A to USB-C Black	Black	\$29.99	Yes	\$22.49
600736757072	Cases and Protection	Key Hybrid Case - Motorola E5 Plus	Clear	\$24.99	Yes	\$18.74
600736757027	Cases and Protection	Key Tempered Glass Screen - MOTO E5 Plus		\$29.99	Yes	\$22.49
887276253404	Miscellaneous	Samsung Dex Pad (2018)	Black	\$99.99	Yes	\$74.99
848467074055	Cases and Protection	InvisibileSHIELD Curve GLASSPLUS Case Friendly Screen - Samsung Galaxy S9		\$49.99	Yes	\$37.49
848467074079	Cases and Protection	InvisibileSHIELD Curve GLASSPLUS Case Friendly Screen - Samsung Galaxy S9+		\$49.99	Yes	\$37.49
191058072887	Cases and Protection	kate spade new york Gift Set (Sticker Pocket & Stability Ring) - Universal	Cream and Gold	\$29.98	Yes	\$22.49
854807007355	Audio	Klein CURL Wired PTT Headset	Black	\$59.99	Yes	\$44.99
660543444664	Cases and Protection	LifeProof Next Case – Samsung Galaxy S9	Clear/Black	\$79.99	Yes	\$59.99
660543446330	Cases and Protection	LifeProof Next Case – Samsung Galaxy S9+	Clear/Black	\$79.99	Yes	\$59.99
660543456186	Cases and Protection	Otterbox Bundle (Clear Symmetry & Alpha Glass) - Samsung Galaxy S9	Clear	\$79.99	Yes	\$59.99
660543456209	Cases and Protection	Otterbox Bundle (Clear Symmetry & Alpha Glass) - Samsung Galaxy S9+	Clear	\$69.98	Yes	\$52.49
822445132098	Cases and Protection	Protection Essentials Bundle - Apple iPhone 7/8	Clear	\$29.99	Yes	\$22.49
822445132104	Cases and Protection	Protection Essentials Bundle - Apple iPhone 7+/8+	Clear	\$29.99	Yes	\$22.49
822445132111	Cases and Protection	Protection Essentials Bundle - Apple iPhone X	Clear	\$29.99	Yes	\$22.49
822445132623	Cases and Protection	Protection Essentials Bundle - Samsung Galaxy S9	Clear	\$34.99	Yes	\$26.24
822445132630	Cases and Protection	Protection Essentials Bundle - Samsung Galaxy S9+	Clear	\$34.99	Yes	\$26.24
096962273460	Power	Sonim 3180mAh Li-ion Battery for XP5s	Black		Yes	#VALUE!
096962273514	Power	Sonim Dual USB Car Charger Adapter with Extended Length Cable	Black	\$34.99	Yes	\$26.24
096962273552	Cases and Protection	Sonim Holster with Swivel Clip for XP5s	Black	\$29.99	Yes	\$22.49
096962273453	Power	Sonim Wall Charger Adapter with Extended Length Cable	Black	\$34.99	Yes	\$26.24
191058066701	Cases and Protection	kate spade new york Protective Hardshell Case - Samsung Galaxy S9	Stripe 2 White/Gold F	\$29.98	Yes	\$22.49
191058066718	Cases and Protection	kate spade new york Wrap Case - Samsung Galaxy S9+	Saffiano Clocktower a	\$34.98	Yes	\$26.24
822445131992	Cases and Protection	Key Hybrid Case - Samsung Galaxy S9	Clear	\$24.99	Yes	\$18.74
822445132005	Cases and Protection	Key Hybrid Case - Samsung Galaxy S9+	Clear	\$14.98	Yes	\$11.24
660543443209	Cases and Protection	Otterbox Defender Series Screenless Case - Samsung Galaxy S9	Purple Nebula	\$49.99	Yes	\$37.49
660543444190	Cases and Protection	Otterbox Symmetry Series Case - Samsung Galaxy S9	Stardust	\$39.99	Yes	\$29.99
660543444121	Cases and Protection	Otterbox Symmetry Series Case - Samsung Galaxy S9	Clear	\$39.99	Yes	\$29.99
660543445296	Cases and Protection	Otterbox Symmetry Series Case - Samsung Galaxy S9+	Black	\$49.99	Yes	\$37.49



**Sourcewell
RFP #080119
Wireless Accessory Pricing**

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660543445487	Cases and Protection	Otterbox Symmetry Series Case - Samsung Galaxy S9+	Clear	\$49.99	Yes	\$37.49
660543445548	Cases and Protection	Otterbox Symmetry Series Case - Samsung Galaxy S9+	Stardust	\$49.99	Yes	\$37.49
887276255392	Cases and Protection	Samsung Alcantara Cover - Samsung Galaxy S9	Mint	\$34.98	Yes	\$26.24
887276255538	Cases and Protection	Samsung Alcantara Cover - Samsung Galaxy S9+	Navy Blue	\$34.98	Yes	\$26.24
887276259949	Power	Samsung Charging Essentials Kit	Black	\$59.98	Yes	\$44.99
887276255446	Cases and Protection	Samsung Rugged Protective Cover - Samsung Galaxy S9	Black	\$24.98	Yes	\$18.74
887276255606	Cases and Protection	Samsung Rugged Protective Cover - Samsung Galaxy S9+	Black	\$24.98	Yes	\$18.74
853215006844	Cases and Protection	Scooch Wingman Case - Samsung Galaxy S9	Black	\$29.98	Yes	\$22.49
853215006868	Cases and Protection	Scooch Wingman Case - Samsung Galaxy S9	Clear	\$34.98	Yes	\$26.24
853215006875	Cases and Protection	Scooch Wingman Case - Samsung Galaxy S9+	Black	\$29.98	Yes	\$22.49
853215006899	Cases and Protection	Scooch Wingman Case - Samsung Galaxy S9+	Clear	\$29.98	Yes	\$22.49
191058064868	Cases and Protection	Under Armour UA Protect Grip Case - Samsung Galaxy S9	Black/Black	\$29.99	Yes	\$22.49
191058064851	Cases and Protection	Under Armour UA Protect Grip Case - Samsung Galaxy S9+	Black/Black	\$29.99	Yes	\$22.49
810030030157	Cases and Protection	Uunique 2in1 Luxury Lthr Folio&Detachabable Shell - Samsung Galaxy S9	Black	\$49.98	Yes	\$37.49
810030030164	Cases and Protection	Uunique 2in1 Luxury Lthr Folio&Detachabable Shell - Samsung Galaxy S9+	Black	\$39.98	Yes	\$29.99
813394026774	Cases and Protection	Gadget Guard Black Ice Cornice SAM Note 8		\$44.99	Yes	\$33.74
813394027870	Cases and Protection	Gadget Guard Black Ice Cornice - Samsung Galaxy S9		\$44.99	Yes	\$33.74
813394027887	Cases and Protection	Gadget Guard Black Ice Cornice - Samsung Galaxy S9+		\$44.99	Yes	\$33.74
813394027504	Cases and Protection	Gadget Guard Black Ice Cornice LG V30+		\$44.99	Yes	\$33.74
813394025760	Cases and Protection	Gadget Guard Black Ice Cornice SAM Galaxy S8		\$44.99	Yes	\$33.74
813394025746	Cases and Protection	Gadget Guard Black Ice Cornice SAM Galaxy S8+		\$44.99	Yes	\$33.74
813394022639	Cases and Protection	Gadget Guard Black Ice iPhone 8/7/6S/6	Clear	\$39.99	Yes	\$29.99
813394022646	Cases and Protection	Gadget Guard Black Ice iPhone 8/7/6S/6 Plus		\$39.99	Yes	\$29.99
814609010809	Cases and Protection	Gadget Guard Black Ice iPhone SE/5S/5/5C		\$39.99	Yes	\$29.99
813394027832	Cases and Protection	Gadget Guard Black Ice LG Tribute Dynasty		\$39.99	Yes	\$29.99
813394027726	Cases and Protection	Gadget Guard Black Ice LG X Charge		\$39.99	Yes	\$29.99
813394021724	Cases and Protection	Gadget Guard Black Ice SAM Galaxy S7	Clear	\$39.99	Yes	\$29.99
848467070897	Cases and Protection	InvisibleSHIELD Curve GLASSPLUS Case Friendly Screen - Samsung Galaxy S9	Clear	\$49.99	Yes	\$37.49
848467070958	Cases and Protection	InvisibleSHIELD Curve GLASSPLUS Case Friendly Screen - Samsung Galaxy S9+	Clear	\$49.99	Yes	\$37.49
660543443124	Cases and Protection	Otterbox Defender Series Screenless Case - Samsung Galaxy S9	Black	\$49.99	Yes	\$37.49
660543444862	Cases and Protection	Otterbox Defender Series Screenless Case - Samsung Galaxy S9+	Black	\$59.99	Yes	\$44.99



Sourcewell
RFP #080119
Wireless Accessory Pricing

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660543445852	Cases and Protection	Otterbox Defender Series Screenless Case - Samsung Galaxy S9+	Purple Nebula	\$59.99	Yes	\$44.99
660543443759	Cases and Protection	Otterbox Symmetry Series Case - Samsung Galaxy S9	Black	\$39.99	Yes	\$29.99
887276262390	Power	Samsung Fast Charge Wireless Charging Pad 2-Pack	Blue/Black	\$89.99	Yes	\$67.49
848709053022	Cases and Protection	Speck Presidio Clear Case - Samsung Galaxy S9	Clear	\$39.99	Yes	\$29.99
848709053145	Cases and Protection	Speck Presidio Clear Case - Samsung Galaxy S9+	Clear	\$29.98	Yes	\$22.49
858329007749	Cases and Protection	Urban Armor Gear Plasma Case - Samsung Galaxy S9	Ice (Transparent)	\$19.98	Yes	\$14.99
858329007756	Cases and Protection	Urban Armor Gear Plasma Case - Samsung Galaxy S9	Ash (Grey Transparent)	\$39.99	Yes	\$29.99
858329007855	Cases and Protection	Urban Armor Gear Plasma Case - Samsung Galaxy S9+	Ice (Transparent)	\$19.98	Yes	\$14.99
858329007886	Cases and Protection	Urban Armor Gear Plasma Case - Samsung Galaxy S9+	Ash (Grey Transparent)	\$19.98	Yes	\$14.99
745883734108	Power	Belkin Rockstar Lightning to Aux	White	\$34.99	Yes	\$26.24
745883737413	Power	Belkin Travel Stand for Apple Watch	Black	\$14.98	Yes	\$11.24
050036342360	Audio	JBL Link 300 - White	White	\$199.98	Yes	\$149.99
822445129494	Cables and Adapters	KEY 1M 2-in-1 Micro w/ Lightning Cable Black	Black	\$19.99	Yes	\$14.99
822445129517	Cables and Adapters	KEY 1M 3-in-1 Micro/Type C/Lightning Cable Black	Black	\$24.98	Yes	\$18.74
822445129388	Power	KEY 1M Lightning Cable MFI	Black	\$14.99	Yes	\$11.24
822445129371	Power	KEY 3.4 Amp Dual Port Wall Charger	Black	\$14.98	Yes	\$11.24
822445130117	Power	KEY 3.4A Dual Car w/ 1M Lightning Cable	Black	\$19.99	Yes	\$14.99
822445129333	Power	KEY 3.4A Wall Charger w/1M Lightning Cable	Black	\$24.99	Yes	\$18.74
822445129425	Power	KEY 3M Lightning Cable MFI	Black	\$19.99	Yes	\$14.99
822445131749	Cases and Protection	Key Clear Case - LG Tribute Dynasty/Empire	Clear	\$19.99	Yes	\$14.99
822445131435	Cases and Protection	Key Liquid Screen Protection	Clear	\$44.99	Yes	\$33.74
822445131732	Cases and Protection	Key Tempered Glass Screen - LG Tribute Dynasty	Clear	\$29.99	Yes	\$22.49
660543432128	Cases and Protection	LifeProof fre Case – Apple iPhone X	Night Lite	\$89.99	Yes	\$67.49
660543432159	Cases and Protection	LifeProof fre Case – Apple iPhone X	Chakra	\$89.99	Yes	\$67.49
840472241163	Power	Mophie Wireless Charging Base 7.5W	Black	\$39.99	Yes	\$29.99
853215006684	Cases and Protection	Scooch Wingman Case - Apple iPhone 8/7/6/6s	Clear	\$44.99	Yes	\$33.74
853215006790	Cases and Protection	Scooch Wingman Case - Apple iPhone 8/7/6/6s	Rosegold	\$29.98	Yes	\$22.49
853215006691	Cases and Protection	Scooch Wingman Case - Apple iPhone 8P/7P/6P/6sPlus	Clear	\$44.99	Yes	\$33.74
853215006776	Cases and Protection	Scooch Wingman Case - Apple iPhone 8P/7P/6P/6sPlus	Rosegold	\$29.99	Yes	\$22.49
853215006769	Cases and Protection	Scooch Wingman Case - Apple iPhone 8P/7P/6P/6sPlus	Black	\$29.99	Yes	\$22.49
853215006721	Cases and Protection	Scooch Wingman Case - Apple iPhone X	Clear	\$44.99	Yes	\$33.74



**Sourcewell
RFP #080119
Wireless Accessory Pricing**

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853215006714	Cases and Protection	Scooch Wingman Case - Apple iPhone X	Rosegold	\$44.99	Yes	\$33.74
853215006707	Cases and Protection	Scooch Wingman Case - Apple iPhone X	Black	\$44.99	Yes	\$33.74
028292279423	Audio	Harman Kardon Onyx Mini - Black	Black	\$199.99	Yes	\$149.99
846899060936	Cases and Protection	Shock Grip Black Case - Apple iPhone 7/8	Black	\$24.99	Yes	\$18.74
846899060943	Cases and Protection	Shock Grip Black Case - Apple iPhone 7+/8+	Black	\$24.99	Yes	\$18.74
846899061032	Cases and Protection	Shock Grip Blue Case - Apple iPhone 7/8	Blue	\$24.99	Yes	\$18.74
846899060967	Cases and Protection	Shock Grip Clear Case - Apple iPhone 7+/8+	Clear	\$24.99	Yes	\$18.74
846899070812	Cases and Protection	Shock Grip Clear Case - Samsung Galaxy S8	Clear	\$24.99	Yes	\$18.74
846899070768	Cases and Protection	Shock Grip Clear Case - Samsung Galaxy S8+	Clear	\$24.99	Yes	\$18.74
745883746774	Power	Belkin Boost Up iPhone 7.5W Wireless Charge Pad White	White	\$39.99	No	\$39.99
745883716944	Power	Belkin Valet Charge Dock for Apple Watch/iPhone	White	\$99.99	Yes	\$74.99
818279022100	Mobile Life	GoPro HERO5 Black	Black	\$249.99	No	\$249.99
818279022117	Mobile Life	GoPro HERO5 Session	Black	\$199.99	No	\$199.99
191058051219	Cases and Protection	Incipio NGP Pure Case - LG G Pad F2 8.0"	Frost	\$34.99	Yes	\$26.24
695215420622	Power	iWalk Duo 2.0 3000mAh Battery USB -C/Lightning	Black	\$24.98	Yes	\$18.74
695215419893	Power	iWalk Scorpion 8000mAh Battery Micro/Lightning/USB-C	Black	\$59.99	Yes	\$44.99
050036342056	Audio	JBL Duet NC Headphones	Black	\$149.98	Yes	\$112.49
050036342100	Audio	JBL Link 10 - Black	Black	\$129.98	Yes	\$97.49
050036338677	Audio	JBL Link 20 - Black	Black	\$149.98	Yes	\$112.49
050036342353	Audio	JBL Link 300 - Black	Black	\$199.98	Yes	\$149.99
050036337519	Audio	JBL Pulse 3	Black	\$149.98	Yes	\$112.49
050036342735	Audio	JBL UA Flex Headphones	Gray	\$79.98	Yes	\$59.99
191058055040	Cases and Protection	kate spade new york Gift Set (Wristlet & Case) - Apple iPhone X	Black	\$99.99	Yes	\$74.99
822445129500	Cables and Adapters	KEY 1M 2-in-1 Micro w/ Type C Cable Black	Black	\$9.99	Yes	\$7.49
822445130094	Power	KEY 1M Lightning Cable MFI	Black	\$14.98	Yes	\$11.24
822445130100	Power	KEY 3M Lightning Cable MFI	Black	\$19.98	Yes	\$14.99
822445129593	Power	KEY 4.8A Dual USB Car Charger	Black	\$19.99	Yes	\$14.99
822445131367	Cases and Protection	Key Armour Case – Apple iPhone 7 Plus / 8 Plus	Clear	\$14.99	Yes	\$11.24
822445131350	Cases and Protection	Key Armour Case – Apple iPhone 7/8	Black	\$14.99	Yes	\$11.24
822445131374	Cases and Protection	Key Armour Case – Apple iPhone X	Clear	\$19.99	Yes	\$14.99
822445130810	Cases and Protection	Key Clear Case - Samsung Galaxy Note8	Clear	\$9.99	Yes	\$7.49



**Sourcewell
RFP #080119
Wireless Accessory Pricing**

SKU	Accessory Category	Accessory Description	Color	SRP	Eligible for 25% Accessory Discount	Discounted Price
822445129616	Power	KEY Quick Charge 3.0 Car 1 Port	Black	\$14.99	Yes	\$11.24
822445129364	Power	KEY Quick Charge 3.0 Wall 1 Port	Black	\$19.98	Yes	\$14.99
822445130926	Cases and Protection	Key Tempered Glass Screen - Apple iPhone X	Clear	\$29.99	Yes	\$22.49
822445131404	Cases and Protection	Key Tempered Glass Screen - Samsung Galaxy Note8	Clear	\$29.99	Yes	\$22.49
660543429036	Cases and Protection	LifeProof fre Case – Apple iPhone 7 Plus/8 Plus	Chakra	\$89.99	Yes	\$67.49
660543426936	Cases and Protection	LifeProof fre Case – Apple iPhone 7/8	Chakra	\$89.99	Yes	\$67.49
660543432319	Cases and Protection	LifeProof Next Case – Apple iPhone X	Clear/Black	\$79.99	Yes	\$59.99
840472241019	Cases and Protection	mophie juice pack - Samsung Galaxy Note8	Black	\$59.98	Yes	\$44.99
660543446835	Cases and Protection	Otterbox Bundle (Clear Symmetry & Alpha Glass) - Apple iPhone 8 Plus/7 Plus	Clear	\$84.99	Yes	\$63.74
660543446811	Cases and Protection	Otterbox Bundle (Clear Symmetry & Alpha Glass) - Apple iPhone 8/7	Clear	\$74.99	Yes	\$56.24
660543446798	Cases and Protection	Otterbox Bundle (Clear Symmetry & Alpha Glass) - Apple iPhone X	Clear	\$74.99	Yes	\$56.24
887276236452	Audio	Samsung IconX 2018 Edition - Black	Black	\$179.99	Yes	\$134.99
887276224701	Audio	Samsung U Flex Headphones - Black	Black	\$79.99	Yes	\$59.99
887276218410	Audio	Samsung U Flex Headphones - Ivory	Ivory	\$49.98	Yes	\$37.49
848709049803	Cases and Protection	Speck Presidio Clear Case - LG V30+	Clear	\$19.99	Yes	\$14.99
810030030096	Cases and Protection	Unique 2in1 Luxury Brwn Lthr Folio&Detachable Lthr Shell - Apple iPhone X	Dark Brown	\$49.99	Yes	\$37.49

Pricing Notes:

- 1) Accessory availability and pricing are subject to change.
- 2) Prices quoted above do not include any applicable taxes, fees, surcharges or shipping charges.

City Commission Agenda Item Report

Meeting Date: March 23, 2021

Submitted by: Thomas Pepe

Submitting Department: City Attorney

Item Type: Ordinance

Agenda Section:

Subject:

An Ordinance amending Chapter 7 titled "Buildings", of the City of South Miami Code of Ordinances, creating a new Section 7.17 titled "Art in Public Places". 3/5 (Commissioner Liebman)

Suggested Action:

Attachments:

[City_of_South_Miami_Art_Public_Places-SKFinal_MDCrevCAresponseClean__3_sf.docx](#)

1 **ORDINANCE NO.** _____
2

3 **An Ordinance amending Chapter 7 of the City of South Miami Code**
4 **of Ordinances, creating a new Section 7-17 titled “Art in Public**
5 **Places”.**
6

7
8 **WHEREAS**, Art in Public Places will enhance its character and identity of
9 the City; and

10
11 **WHEREAS**, Art in Public Places will contribute to economic development
12 and tourism; and

13
14 **WHEREAS**, Art in Public Places will revitalize urban space with cultural
15 meaning, aesthetic quality, and uniqueness; and

16
17 **WHEREAS**, Art in Public Places will add beauty and interest in those
18 spaces visible to the public; and

19
20 **WHEREAS**, Art in Public Places will increase opportunities for the public
21 to experience and participate in the arts through the acquisition and installation of
22 world-class art in publicly accessible areas.
23

24 **NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY**
25 **COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA:**
26

27 **Section 1.** The foregoing recitals are hereby ratified and incorporated
28 by reference as if fully set forth herein and as the legislative intent of this
29 Ordinance.
30

31 **Section 2.** The City of South Miami’s Chapter 7, of the City of South
32 Miami Code of Ordinances, creating a new Section 7-17 titled “Art in Public
33 Places”– “Art in Public Places Trust” that reads as follows:
34

35 **Sec. 7-17 in Public Places**
36 **Art in Public Places**
37

38 (1) This Section is known, and may be cited, as the "South Miami Art in
39 Public Places Ordinance."

40 (2) **Definitions.** The following terms are hereby defined for this Section:
41

42 *City facility* means any building above-ground, that is (i) owned by the City
43 or any of its agencies, and or private development built on City-owned
44 land.
45

1 Committee means the Art in Public Places Professional Advisory
2 Committee as established in this Section or the Miami-Dade County Art in
3 Public Places Professional Advisory Committee if the City chooses to
4 utilize such services provided by the county.

5 Construction Cost means and includes the cost of the entire construction
6 of the Project, including all supervision, materials, supplies, labor, tools,
7 equipment, transportation and/or other facilities furnished, used or
8 consumed, without deduction on account of penalties, liquidated damages
9 or other amounts withheld from payment to the contractor or contractors,
10 but such cost shall not include the Consulting Engineer/Architect's fee, or
11 other payments to the Consulting Engineer/Architect and shall not include
12 cost of land, Rights-of-Way and Easement acquisition or subsequent
13 changes to the construction contract with no impact to the total square
14 footage of the construction project. All construction costs must be
15 calculated as of the date the contract is executed.

16 Trust or Trustees, as those words are used in this Section, mean the
17 Trustee(s) of the Art in Public Places Trust.

18 Works of art means the application of skill and taste to production of
19 tangible objects, according to aesthetic principles, including, but not
20 limited to, paintings, sculptures, engravings, carvings, frescoes, mobiles,
21 murals, collages, mosaics, statues, bas-reliefs, tapestries, photographs,
22 lighting designs and drawings. Works of Art are to be created by
23 professional artists in the visual arts with established and or emerging
24 practices and a track record of creating works accessioned in public and
25 or private collections.

26
27 (3) The City of South Miami has adopted a municipal program providing for
28 the acquisition and maintenance of public art , as contemplated by,
29 Section 2-11.15 of the Miami-Dade County Code of Ordinances entitled
30 "Works of Art in Public Places," as it may be amended from time to time.
31 It is the purpose of this Section to establish a formal City requirement for
32 the funding, acquisition, commissioning and maintenance of public art.
33 This requirement, and the policies and procedures that implement it, are
34 referred to as the City of South Miami Art in Public Places Program
35 (Program).

36
37 (4) It is the intention of this Program to preserve the City's heritage; to
38 enhance its character and identity; to contribute to economic
39 development and tourism; to revitalize urban space with cultural
40 meaning, aesthetic quality and uniqueness; to add beauty and interest
41 in those spaces visible to the public; and to increase opportunities for
42 the public to experience and participate in the arts through the
43 acquisition and installation of world-class art in publicly accessible
44 areas.

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(5) Art in Public Places Program.

(a) Applicability. The Art in Public Places Program applies to Municipal and Non-Municipal Construction Projects. The minimum requirements for new governmental buildings are governed by the Miami-Dade County Code as amended, Section 2-11.15, which requires not less than one and one-half percent (1.5%) of the construction cost of new governmental buildings be devoted towards the acquisition, repair, and maintenance of public art. The provisions in this Section are supplemental to and generally more restrictive than Miami-Dade County Code provisions. If the Miami-Dade County Code provisions relating to new governmental buildings are not enforced by the City, Miami-Dade County may enforce those provisions. Should a conflict arise between the provisions of this Section and Miami-Dade County Code, the more restrictive will apply. A commercial property owner who is not subject to the Art in Public Places Program may opt into the Program by submitting proposed Public Art to Committee; provided the Program's requirement that the art have a value of 1.5% of the Construction Cost does not apply

(b) Fund Requirements and Waivers.

(i) Fund Requirements. The Art in Public Places Program will be funded through Art in Public Places Fees (Fee) for non-municipal projects, as well as a contribution from the City for municipal construction projects (Contribution) whether the project is implemented directly by the City or through a public-private partnership where the City retains ownership of the land.

(ii) The Fee and the Contribution are both based on the Construction cost and in each case, it is equal to one and one-half percent (1.5%) of the Construction cost of the Project. These funds will be interest bearing and the principal and any earned interest may only be used for the purposes outlined in the Program. Persons or entities other than those required to make payments to the Art Trust Fund pursuant to this Section may make a voluntary donation to the Fund by specifying the use of such donation.

(iii) The Developer of any Non-Municipal Commercial Construction Project of one million dollars (\$1,000,000.00) or more and not exempted as provided in paragraph (c) below, must contribute one- and one-half percent (1.5%) of the Construction Cost to the Art Trust Fund established by the City. A Developer may seek a waiver of the requirement of this Section as provided in paragraph (iii) below. Application of this Art Trust Fund will be in accordance with City Guidelines and Master Plan.

1 (iv) Waiver of the Art in Public Places Fee. A Developer of a Non-
2 Municipal Construction Project that is not exempt as set forth in
3 paragraph (c) below may petition to waive the Art in Public Places Fee
4 requirement by one or more of the following:

5 1. Acquiring or commissioning artwork for donation to the City, which
6 has an appraised value equal to or greater than the amount of the
7 Art in Public Places Fee that otherwise would be required, with such
8 artwork to be incorporated within the Developer's project; valuation
9 of the work must be performed and submitted in writing by a US
10 certified art appraiser; or

11 2. Donating to and installing artwork in the City with an appraised value
12 equal to or greater than the amount of the Art in Public Places Fee
13 that otherwise would be required, and providing for the perpetual
14 maintenance of such artwork; valuation of the work must be
15 performed and submitted in writing by a US certified art appraiser; or

16 3. Causing the purchase, designation, restoration, or perpetual
17 maintenance of significant buildings and structures in an amount
18 equal to or greater than the amount of the Art in Public Places Fee
19 that otherwise would be required provided they have been
20 designated as historic by the City's Historic Preservation Board; or

21 4. Causing the purchase of parcels, identified by the City Manager as
22 needed for the City's Parks and Open Space, in an amount equal to
23 or greater than the amount of the Art in Public Places Fee that
24 otherwise would be required and donating such parcels to the City.

25 (c) A Developer seeking a waiver pursuant to paragraphs (i)1 or (ii) 2
26 herein above must submit the proposed Artist and artwork concept to
27 the Committee for review, in accordance with the Guidelines. The
28 Committee will recommend to the Trust and the City Commission
29 whether to approve, deny, request further information or approve with
30 conditions, and the City Commission will have final approval of the
31 concept (if work is to be commissioned) or the donation of the artwork.

32 (d) The value of donated or acquired artwork must be confirmed by a US
33 certified art appraiser (or person with professional arts credentials
34 otherwise acceptable to the City), with the cost of such appraisal to be
35 borne solely by the Developer and which cannot be included in the one
36 and one-half percent (1.5%) budget for art. The value of the
37 commissioned work will be determined by the value of the artist contract
38 for such commission, including but not limited to, artist fee, and
39 expenses incurred by the artist for subcontractors, travel/expenses,
40 materials, fabrication, transportation and installation costs. Developer
41 costs for art consultant fees in excess of ten percent (10%) of the Art in
42 Public Places Fee, including project management, coordination with
43 other design professionals, site preparation, and other in-house costs

1 or fees will not be considered part of the value of the commissioned
2 work.

3 (e) Ownership and title of works incorporated into private construction must
4 remain with the property owner, who will be required to maintain the
5 artwork in good condition. The property owner's obligations regarding
6 maintenance and access for such artwork must be set forth in a
7 recorded restrictive covenant acceptable to the City Attorney's Office,
8 which obligations must run with the land. Removal or alteration of
9 artwork incorporated into private property may only be permitted with
10 City approval in accordance with the Guidelines and will require
11 payment of the Fee to the Art Trust Fund that otherwise would have
12 been originally required.

13 (f) Title to works donated to the City and placed on City property must have
14 a Warranty Title naming the City as sole owner of the artwork. Any
15 Public Art created or installed through a partnership between a
16 Developer and the City to place free-standing Public Art on City
17 property to satisfy all be part of that Developer's Art in Public Places
18 Fee is required to be presented to the City Commission for review and
19 final approval. All contracts for artwork that will be acquired or accepted
20 for ownership by the City must be reviewed and approved as to form
21 and legal sufficiency by the City Attorney's Office.

22 (g) A Developer seeking waiver pursuant to paragraphs (iii)3 or (iv)4 herein
23 above must submit the request to the City Commission for approval with
24 a recommendation of the Historic Preservation Board for paragraph
25 (iii)3 and Parks and Recreation Board for paragraph (iv)4, as well as
26 staff. The value of donations must be determined by a qualified
27 appraiser acceptable to the City, which in the case of real estate must
28 be by an appraiser who is an Appraisal Institute member holding US
29 certified art appraiser and the cost of such appraisal must be borne by
30 the Developer.

31 (h) In extraordinary circumstances, upon a showing of a unique hardship
32 that is not otherwise addressed in this Section, a developer may seek
33 an adjustment of the requirements of this Section. The request for
34 adjustment will be made to the City Commission, after obtaining a
35 recommendation from the Trust and City Manager. The determination
36 of the City Commission as to whether to exercise its discretion to grant
37 an adjustment in extraordinary circumstances is final and not subject to
38 further reconsideration, review, or appeal.

39 (i) Exemptions from the Art in Public Places Program. The following are
40 exempt from the requirements of this Section and are not required to
41 pay into the Art Trust Fund or seek a waiver from paying into the fund:

42 (i) New construction, additions, and modifications to single-family
43 detached residences.

1 (ii) Construction projects, which are required to pay a public art fee
2 pursuant to other applicable Miami-Dade County regulations, provided
3 payment has been made and an official letter of compliance from
4 Miami-Dade Art in Public Places is documented and approved to the
5 City Manager's satisfaction;

6 (j) Applicants wishing to pursue installation of Art in Public Places must
7 meet requirements of the City's Master Plan and the Guidelines. After
8 submission to and review by the Committee and the Trust, the City
9 Commission, in its sole and absolute discretion, may approve the
10 submitted concept for Public Art. It is the intention and direction of the
11 City that Public Art approved through the City's Art in Public Places
12 Program is permitted regarding aesthetic characteristics after a review
13 is conducted and a determination is made by the Committee that the
14 Public Art is appropriate in design and proposed construction.

15 (k) Appropriation for construction to include amount for works of art. The
16 City Manager is authorized to accept donations in any amount and to
17 provide for the acquisition of works of art equivalent in value to an
18 amount not less than one and one-half (1.5) percent of the Construction
19 Cost of each new commercial building. All funds appropriated must be
20 deposited into a segregated account and only used for art in public
21 places. To the extent the total appropriation is not used for the
22 acquisition of works of art for said buildings, the remainder may be used
23 for:

24 (i) Program administrative costs, insurance costs, or for the repair
25 and maintenance of any works of art acquired under this Section;
26 or

27 (ii) To supplement other appropriations for the acquisition of works of
28 art under this Section or to place works of art in or on public places
29 or buildings which have already been constructed.

30 (l) All non-municipal new commercial construction having a value greater
31 than \$1,000,000 must pay an Art in Public Places Fee into the Art Trust
32 Fund equal to one and one-half (1.5%) of the Construction Costs of the
33 project. *In the alternative,*

34 (i) the owner may install art approved by the Trust having an equivalent
35 value in a public plaza. The site of the plaza must be approved by
36 the Trust and the City Manager. If there is a disagreement between
37 the Trust and the City Manager as to the site of the plaza, the City
38 Commission must approve the site; or

39 (ii) The City and Owner may work collaboratively to identify art
40 opportunities within the project that may be suitable for the
41 integration of an artist-design feature and/or element to be wholly or
42 partially paid by the Art in Public Places Fee generated by said
43 project.

- 1 (6) Art in Public Places Trust. The Art in Public Places program will be
2 administered by a Trust and referred to in this Section as "Trust".
- 3 (a) Purpose. The Trustees of the Art in Public Places Trust must act in the
4 public interest upon all matters relating to the program and must
5 support the program's goals and objectives. The Trustees'
6 responsibilities include reviewing the Committee's proposed selections
7 of artwork and making recommendations to the City Commission, for
8 maintenance, planning, public education, and curating of all works of
9 art acquired by the program.
- 10 (b) Membership; qualifications. The Trust is composed of a maximum of
11 Five (5) Trustees appointed to staggered terms. Each member of the
12 City Commission may appoint a representative to the Trust. Trustees
13 will serve without compensation. Each Trustee appointed by a member
14 of the City Commission must be appointed to a term which will end
15 concurrently with the last day of the term of the City Commissioner who
16 appointed the Trustee.
- 17 (c) If a vacancy occurs prior to the expiration of the Trustee's term, the
18 Commission member who appointed that Trustee may appoint a new
19 Trustee to fill the balance of the term. Each Trustee must be
20 knowledgeable in public art, a resident of the City and may not operate,
21 own or be employed by any art dealer, art gallery, artists'
22 representative, museum, or other entity that derives income from the
23 sale or display of artwork.
- 24 (d) Term of office. Each Trustee, after the initial Board of Trustees are
25 appointed, are limited to two consecutive four (4) year terms which may
26 be extended in accordance with Section 2-22 of the City's Code of
27 Ordinances. The City Commission may stagger the terms of the initial
28 Board of Trustees. Additionally, notwithstanding any other provision of
29 the Code or of any resolution, the term of every Trustee appointed by a
30 Commissioner will automatically expire when the appointing
31 Commission member leaves office or the member's term expires.
- 32 (e) Attendance requirement. Notwithstanding any other provision of this
33 Code, a Trustee must be automatically removed if, in a given fiscal
34 year, the Trustee is absent from three (3) of the board's meetings
35 without an acceptable excuse.
- 36 (f) A member of a Board will be deemed absent from a meeting when the
37 Trustee is not present at seventy-five (75) percent of the meeting. An
38 "acceptable excuse" is defined as an absence for medical reasons, or
39 any other reason which the Board, by a two-thirds vote of the
40 membership, deems appropriate. By a two-thirds (2/3) vote of the
41 members of the City Commission, the provisions of this Section may be
42 waived.
- 43 (g) Quorum. A quorum consists of a majority of the Trustees that are in
44 office.

- 1 (h) Duties. The Trustees must prepare and approve a master art plan to
2 ensure a coherent acquisition program and implementation guidelines
3 (Guidelines), both of which must be approved by the City Commission.
4 The Trustees must approve all program acquisitions in accordance with
5 the master art plan and Guidelines.
- 6 (i) Master art plan and implementation guidelines. The Trust must publish
7 a master art plan (Master Plan) and written uniform guidelines
8 (Guidelines) which must be reviewed and approval by the City
9 Commission. The Master Plan will govern location and selection criteria
10 for artwork. Written Guidelines must include policies and procedures for
11 managing City-initiated public art projects, guiding Developers who
12 have an Art in Public Places requirement, The Guidelines will govern
13 the manner and method of submission of proposed works of art to the
14 Trustees, and the process by which the Trustees will make
15 recommendations to the City Commission.
- 16 (j) The City Commission may, by resolution, engage Miami-Dade County
17 to perform the functions of the Trust and avoid the establishment of the
18 City's own Trust.
- 19
- 20 (7) Professional Advisory Committee. A Professional Advisory Committee
21 (Committee) composed of five members who must be appointed by the
22 Board of Trustees, and who will be compensated for professional
23 services in accordance with a schedule established by the Trustees,
24 although this will not preclude donation of such services.
- 25 (a) Membership, qualifications. Each member of the Committee must be a
26 professional in the field of art, architecture, art history, or architectural
27 history. Members' reasonable expenses will be reimbursed at a uniform
28 rate to be established from time to time by the Trust.
- 29 (b) Term of office. Each Committee member will serve a four-year term and
30 may be reappointed for a total of two (2) consecutive terms. The term
31 limit may be extended by the City Commission in accordance with
32 Section 2-22 of the City's Code of Ordinances.
- 33 (c) Duties. The Committee will screen submissions and will recommend to
34 the Trust for each acquisition not more than three (3) possible
35 selections, which may be existing works of art or new commissions.
- 36 (d) Proceedings. For each acquisition the Trust may direct the Committee
37 to act as a Committee of the Whole or in smaller subcommittees.
- 38 (e) Selections of works of art. All acquisitions and commissions will be in
39 accordance with the master art plan. The Trust must approve each
40 acquisition and commission from those recommendations made by the
41 Committee. The City Manager will negotiate and execute appropriate
42 contracts to acquire each approved work of art. Funds may be
43 aggregated to acquire works of art.

- 1 (f) The City Commission may, by resolution, engage Miami-Dade County
2 to perform the functions of the Committee and avoid the establishment
3 of the City's own Committee.
- 4 (g) Selection criteria. In the selection process, the following principles must
5 be observed:
- 6 (i) Works of art must be located in areas where residents and visitors
7 live and congregate and where the art will be highly accessible and
8 visible.
- 9 (ii) Areas used by tourists, including the parks and thoroughfares,
10 shall each have a separate sub-master plan that must be
11 incorporated as a portion of the master art plan.
- 12 (iii) The Trust's selections must reflect the cultural and ethnic diversity
13 of this City without deviation from a standard of excellence.
- 14 (iv) Final selection must also take into account appropriateness to the
15 site, permanence of the work in light of environmental conditions
16 at the site, maintenance requirements, quality of the work,
17 likelihood that the artist can successfully complete the work within
18 the available funding, and diversity of the artists whose work has
19 been acquired by the Trust.
- 20 (h) The City may alternatively, by written resolution, engage Miami-Dade
21 County Art in Public Places Program to provide on a fee basis, services
22 of the County's Committee for the selection of Art in Public Places
23 commissions and or acquisitions and for the project management
24 deemed necessary for the successful implementation of an artwork
25 commission
- 26
- 27 (8) The Guidelines will govern the manner and method of the submission of
28 proposed works of art to the Committee, the process by which the
29 Committee must make recommendations to the Trust and the process
30 by which the Trust is to approve acquisitions. The Guidelines and the
31 Master Plan must be approved by City Commission. Purchases of
32 existing art and Commissions for new art pursuant to such approved
33 guidelines must be approved by the City Manager and mentioned to
34 Commission under City Managers Report.
- 35 (9) Accounting. The City Manager must submit an annual report providing
36 a detailed accounting of monies spent or earmarked for future
37 expenditures from the Art Trust Fund to the City Commission during
38 budget process.
- 39 (10) Selection of Public Art using the Art Trust Fund. The selection of public
40 art using the Art Trust Fund, must be made by the Committee, and
41 approved by the City Commission after receiving a recommendation
42 from the Trust. The principles governing selection criteria for public art

1 are more fully set forth in the Guidelines and Master Plan, but at a
2 minimum the work of art must satisfy all of the following:

- 3 (a) Is publicly accessible.
- 4 (b) Is created by a professional Artist who makes a living through his/her
5 art practice and has a proven track record of creating a body of visual
6 work for a public, commercial and or private benefit.
- 7 (c) Demonstrates excellence in aesthetic quality, workmanship,
8 innovation, and creativity.
- 9 (d) Is appropriate in scale, form, content and of materials/media suitable
10 for the site.
- 11 (e) Demonstrates feasibility in terms of budget, timeline, safety,
12 durability, operation, maintenance, conservation, security and/or
13 storage and siting; and
- 14 (f) Bring diversity to the City’s public art collection in terms of media,
15 artistic discipline and/or artistic approach.
- 16 (11) Ownership and Upkeep. Ownership of all works of art acquired by the
17 City under this Section is vested in the City of South Miami. The Art in
18 Public Places Trust is charged with the custody, supervision,
19 maintenance, and preservation of works of art acquired by the City
20 pursuant to this Section. In each instance, the City will obtain title to
21 each work of art acquired. All contractual agreements between the
22 City and the artist must include a “Maintenance and Inventory Sheet”,
23 including the annual cost projections, which details the maintenance
24 and ongoing care of the work of art and signage/credit
25 recommendations. The City Manager may require an assessment by
26 a professional conservator.
- 27 (12) Personnel. The City Manager may provide adequate clerical
28 personnel as may be reasonably required by the Trust for the proper
29 performance of its duties, subject to budget limitations.
- 30 (13) Conflict of Interest and Code of Ethics Ordinance. The provisions of
31 the Miami-Dade County Conflict of Interest and Code of Ethics
32 Ordinance are applicable to the members of the Trust and the
33 Committee.

34
35 **Section 3. Corrections.** Conforming language or technical scrivener-
36 type corrections may be made by the City Attorney for any conforming
37 amendments to be incorporated into the final ordinance.

38
39 **Section 4. Codification.** The provisions of this ordinance shall become
40 and be made part of the City of South Miami Land Development Code as amended;
41 that the sections of this ordinance may be renumbered or re-lettered to accomplish

1 such intention; and that the word "ordinance" may be changed to "section" or other
2 appropriate word.

3
4 **Section 5. Ordinances in Conflict.** All ordinances or parts of
5 ordinances and all sections and parts of sections of ordinances in direct conflict
6 herewith are hereby repealed.

7
8 **Section 6. Severability.** If any section, clause, sentence, or phrase of
9 this ordinance is for any reason held invalid or unconstitutional by a court of
10 competent jurisdiction, this holding shall not affect the validity of the remaining
11 portions of this ordinance.

12
13 **Section 7. Effective Date.** This ordinance shall become effective upon
14 enactment.

15
16 PASSED AND ENACTED this ____ day of _____, 2021.

17
18 ATTEST:

APPROVED:

19
20
21 _____
22 CITY CLERK
23 1st Reading
24 2nd Reading

25
26
27 _____
28 MAYOR

29 READ AND APPROVED AS TO FORM: COMMISSION VOTE:
30 LANGUAGE, LEGALITY, AND
31 EXECUTION THEREOF

32 Mayor Philips:
33 Commissioner Harris:
34 Commissioner Liebman:
Commissioner Gil:

35
36 _____
37 CITY ATTORNEY