CITY OF BAYTOWN

NOTICE OF MEETING

THE CITY COUNCIL OF THE CITY OF BAYTOWN AND THE BAYTOWN MUNICIPAL DEVELOPMENT DISTRICT WILL PARTICIPATE IN A JOINT MEETING THURSDAY, MAY 14, 2026 6:30 P.M. COUNCIL CHAMBER, CITY HALL 2401 MARKET STREET, BAYTOWN, TEXAS 77520

AGENDA

CALL TO ORDER AND ANNOUNCEMENT OF QUORUM

PLEDGE AND INVOCATION

Council Member Sarah Graham, District No. 2

1. CITIZEN COMMENTS

Notice is hereby given that in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 551, prohibits the City Council from discussing, deliberating, or considering, subjects for which public notice has not been given on the agenda. Issues that cannot be referred to the administration for action may be placed on the agenda of a future City Council Session.

2. MUNICIPAL DEVELOPMENT DISTRICT ITEMS

a. Consider approving the minutes of the Municipal Development District and City Council Meetings held on February 26, 2026, and March 12, 2026.

b. Consider a resolution authorizing an Interlocal Agreement between the Baytown Municipal Development District (MDD) and the City of Baytown regarding the administration and funding of economic development incentives through a unified Chapter 380 program.

c. Receive the Baytown Hyatt Regency Quarterly update.

3. CITY COUNCIL ITEMS - MINUTES

a. Consider approving minutes of the City Council Work Sessions held on March 23, 2026, and April 9, 2026.

b. Consider approving minutes of the City Council Meetings held on March 23, 2026, and April 9, 2026.

4. RECOGNITIONS AND CITIZEN COMMUNICATIONS

a. Present a proclamation designating the month of May as Mental Health Awareness Month.

b. Present a proclamation designating the month of May as Building Safety Month.

c. Present a proclamation designating May 4 - 8, 2026, as Economic Development Week.

d. Present a proclamation designating May 10 - 16, 2026, as National Police Week.

e. Present a proclamation designating May 17 - 23, 2026, as National Public Works Week.

f. Present a proclamation designating May 17 - 23, 2026, as National Emergency Medical Services (EMS) Week.

5. PROPOSED ORDINANCES

a. Consider an ordinance authorizing a Chapter 380 Economic Development Agreement between the City of Baytown and Walgreen Co. for a business retention incentive at 1515 N. Alexander Drive.

b. Consider an ordinance authorizing a Chapter 380 Economic Development Agreement between the City of Baytown and Fish Camp Properties Baytown Inc.

6. PROPOSED RESOLUTIONS

a. Consider a resolution authorizing the retirement and transfer of Police Service Dog K-9 Hero to his handler, Sergeant Barry Calvert, pursuant to Texas Government Code Chapter 614, Subchapter L.

b. Consider a resolution determining the alternative delivery method for the construction of the ExxonMobil Baytown Events Center and associated facility and site improvements and authorizing the issuance of a request for construction manager at risk proposals.

7. CONSENT

All Consent Agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

a. Consider a resolution authorizing the City Manager to submit an application to the Office of the Governor, Public Safety Office's Homeland Security Grant Division, in response to the Fiscal Year 2026 Urban Area Security Initiative - Regular Projects (UASI-R) solicitation on behalf of the Fire Department to sustain the HazMat Team and to appoint an Authorizing Official and a Financial Officer for the project, if funded.

b. Consider an ordinance authorizing an Elevation Project Agreement with Homeowners to issue payment to pre-approved elevation contractors through the FY22 Flood Mitigation Assistance Grant issued by FEMA and administered by the Texas Water Development Board.

c. Consider an ordinance authorizing the revision of the Texas General Land Office (GLO) Community Development Block Grant - Disaster Mitigation Grant #22-085-012-D240 for the East District Wastewater Treatment Plant (Project WWTP-2101) budget to include additional local match.

d. Consider a resolution authorizing the City Manager to submit an application and accept any resulting award from the U.S. Department of Homeland Security, Federal Emergency Management Agency, Grant Program's Directorate in response to the Fiscal Year 2026 Port Security Grant Program on behalf of the Baytown Police Department.

e. Consider a resolution authorizing a renewal of a Memorandum of Understanding between the Baytown Police Department, the Houston Police Department, the Harris County Sheriff's Department and the Federal Bureau of Investigation by dedicating personnel to participate in a multi- jurisdictional response to improvised explosive devices.

f. Consider an ordinance authorizing an Interlocal Agreement with the Baytown Municipal Development

District (MDD) pursuant to Texas Government Code Chapter 791 to receive and administer MDD funds through a unified Chapter 380 economic development program.

g. Consider an ordinance approving an amendment to the Baytown Fire Control, Prevention, and Emergency Medical Services District's Fiscal Year 2025-26 budget to transfer monies from Account Line for Motor Vehicles (32007020-56800) to Minor Tools & Equipment Supplies (32007020-52005) for the purchase of medical equipment for the new medic unit.

h. Consider an ordinance authorizing an Industrial District Agreement between the City of Baytown and Air Products, LLC.

i. Consider an ordinance authorizing a Legal Services Retention Agreement with Baker Botts, LLC in an amount not to Exceed $65,000.00.

j. Consider an ordinance authorizing the purchase of NeoGov Software with Carahsoft Technology Corp through the OMNIA Partners Texas Region 4 Education Service Center Contract # R240303.

k. Consider an ordinance authorizing the purchase of wireless voice and data services, along with associated equipment, from T-Mobile Wireless through the NASPO Cooperative Contract MA176.

l. Consider an ordinance to authorize year one of three of the Cisco FLEX support agreement for telephony equipment offered by Presidio Network Solutions Group, LLC, under Texas Department of Information Resources contract DIR-TSO-5347.

m. Consider an ordinance to reject bids for the Lab Testing Services for Waste Water Treatment Plant (WWTP) received on March 26, 2026 at 2:00 PM.

n. Consider an ordinance authorizing the purchase of construction services for the Annual Lift Station Rehabilitation Project consisting of James Street, from Choice Partners Cooperative Purchasing Program contractor Pfeiffer and Son, LTD.

o. Consider an ordinance authorizing Amendment No. 1 to the Professional Services Agreement with Johnston, LLC, for the Traffic Control Building Reconstruction Project.

p. Consider an ordinance authorizing a Water Metering Device and Access Easement with CFT NV Developments, LLC.

8. APPOINTMENTS

a. Consider the confirmation of the City Manager's appointment of the Director of Public Works & Engineering.

9. MANAGER'S REPORT

Notice is hereby given in accordance with Section 551.0415 of the Texas Government Code, the City Council of the City of Baytown may receive a report about items of community interest from City staff and/or a member of the City Council, but no action or possible action shall be taken or discussed concerning the subject of such report, except as provided by Section 551.042 of the Texas Government Code.

10. COUNCIL MEMBER DISTRICT REPORT

a. Receive a report from Council Member Sarah Graham regarding projects, programs and events in District No. 2.

11. EXECUTIVE SESSION

a. Recess into and conduct an executive session pursuant to Section 551.074 of the Texas Government Code

to discuss personnel matters regarding the City Manager.

b. Recess into and conduct an executive session pursuant to Section 551.071 of the Texas Government Code to seek the advice of the City's Attorney(s).

c. Recess into and conduct an executive session pursuant to Texas Government Code Sections 551.072 and/or 551.087 to deliberate the purchase, exchange, lease, or value of real property; and/or to deliberate regarding economic development negotiations.

12. ADJOURN

PUBLIC NOTICE IS GIVEN THAT IN ADDITION TO ANY EXECUTIVE SESSION LISTED ABOVE, THE CITY COUNCIL RESERVES THE RIGHT TO ADJOURN INTO EXECUTIVE SESSION AT ANY TIME AS AUTHORIZED BY THE TEXAS GOVERNMENT CODE SECTIONS 551.071 - 551.090 TO DISCUSS ANY OF THE MATTERS LISTED ABOVE.

THE CITY OF BAYTOWN IS COMMITTED TO COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT. REASONABLE ACCOMMODATIONS AND EQUAL ACCESS TO COMMUNICATIONS WILL BE PROVIDED UPON REQUEST. FOR ASSISTANCE PLEASE CALL 281-420-6690, FAX 281-420-7176, OR CONTACT 281-420-6690 VIA RELAY TEXAS AT 711 OR 1-800-735-2988 FOR TYY SERVICES. FOR MORE INFORMATION CONCERNING RELAY TEXAS, PLEASE VISIT: HTTP://RELAYTEXAS.COM

Approved for posting:

/S/Jason E. Reynolds, City Manager

Posted by:

/S/Angela Jackson, City Clerk
(SEAL)

Posted this 7th day of May 2026, at 5:30 P.M.

CITY COUNCIL MEETING 2. a.

Meeting Date: 05/14/2026
Subject: Minutes of the Municipal Development District and City Council Meetings held on February 26, 2026, and March 12, 2026.
Prepared for: Angela Jackson, City Clerk's Office
Prepared by: Ineka Salas, City Clerk's Office
Department: City Clerk's Office

Information

ITEM

Consider approving the minutes of the Municipal Development District and City Council Meetings held on February 26, 2026, and March 12, 2026.

PREFACE

Consider approving the minutes of the Municipal Development District and City Council Meetings held on February 26, 2026, and March 12, 2026.

Attachments

Draft 2026 02 26 Joint CC & MDD Minutes
Draft 2026 03 12 Joint CC & MDD Minutes

DRAFT

MINUTES OF THE JOINT REGULAR MEETING OF THE CITY COUNCIL AND THE BAYTOWN MUNICIPAL DEVELOPMENT DISTRICT

February 26, 2026

The City Council and Baytown Municipal Development District (MDD) of the City of Baytown met in a Meeting on Thursday, February 26, 2026, at 6:30 P.M. in the Council Chamber of the Baytown City Hall at 2401 Market Street, Baytown, Texas, with the following in attendance:

Jacob Powell	Mayor Pro Tem / Director
Laura Alvarado	Council Member / Vice President
Sarah Graham	Council Member / Director
Kenrick Griffith	Council Member / Director
James Franco	Council Member / Director
Mike Lester	Council Member / Director
Charles Johnson	Mayor / President
Jason Reynolds	City Manager / General Manager
Kristin Holmes	Acting City Attorney / General Counsel
Angela Jackson	City Clerk / Assistant Secretary
John Stringer	Sergeant at Arms

Mayor / President Charles Johnson convened the February 26, 2026 City Council and Municipal Development District (MDD) Joint Meeting with a quorum present at 6:30 P.M. All members were present.

The Pledge of Allegiance, Texas Pledge and Invocation were led by Council Member / Director Kenrick Griffith.

1. CITIZEN COMMENTS

Mayor / President Charles Johnson announced no citizens signed up to speak.

2. MUNICIPAL DEVELOPMENT DISTRICT ITEMS

a. Receive the Baytown Hyatt Regency Quarterly Update.

City Manager Jason Reynolds provided an update of the Hyatt Regency quarter one status report.

3. CITY COUNCIL ITEMS – MINUTES

a. Consider approving the minutes of the City Council Work Session and City Council Meetings held on January 14, 2026, January 21, 2026, and January 22, 2026.

A motion was made by Council Member Laura Alvarado and seconded by Council Member Kenrick Griffith to approve the Minutes for the month of January, as submitted. The vote was as follows:

Ayes: Mayor Charles Johnson, Mayor Pro Tem Jacob Powell, Council Member Laura Alvarado, Council Member Sarah Graham, Council Member Kenrick Griffith, Council Member James Franco and Council Member Mike Lester

Nays: None

Approved

4. RECOGNITIONS AND CITIZEN COMMUNICATIONS

a. Recognize City of Baytown Employees for their Years of Service.

Human Resources Director Joey Lopez presented a video recognizing the Years of Service awardee.

40 YEAR
Russell Kutsinger, Police, Patrol Officer

5. PROPOSED ORDINANCES

a. Consider an ordinance to authorize an update of the City of Baytown Development and Permitting Fees.

Director of Planning and Development Services Martin Scribner provided an overview regarding the development and permitting fees. (Exhibit A)

The Planning and Zoning Commission held a public meeting with no major concerns nor comments.

The Mayor and Council Members requested clarification on the increases and expressed their appreciation for the recommendations.

A motion was made by Council Member Laura Alvarado and seconded by Mayor Pro Tem Jacob Powell to approve Ordinance No. 16,403, as submitted. The vote was as follows:

Ayes: Mayor Charles Johnson, Mayor Pro Tem Jacob Powell, Council Member Laura Alvarado, Council Member Sarah Graham, Council Member Kenrick Griffith, Council Member James Franco and Council Member Mike Lester

Nays:

Approved

ORDINANCE NO. 16,403

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AMENDING CHAPTER 2 "ADMINISTRATION," ARTICLE V "FINANCE," DIVISION 1 "GENERALLY," SECTION 2-595 "FEES FOR VARIOUS CITY SERVICES", UBSECTIONS (1) "PLANNING SERVICES" AND (2) "DEVELOPMENT SERVICES" OF THE CODE OF ORDINANCES, BAYTOWN, TEXAS; PROVIDING A REPEALING CLAUSE; CONTAINING A SAVINGS CLAUSE; PRESCRIBING A MAXIMUM PENALTY OF TWO THOUSAND AND NO/100 DOLLARS ($2,000.00) AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE THEREOF.

b. Consider an ordinance amending chapter 90, "taxation," article ii, "ad valorem taxes," section 90-27, "exemptions," to add a new subsection (f) entitled "child care facilities," establishing an exemption from ad valorem taxes for qualifying child care facility properties; providing a repealer; containing a savings clause; and providing an effective date.

Mayor Charles Johnson informed the City Council he will be recusing himself from this item and exited at 6:44 P.M.

Council Member Laura Alvarado provided a summary for the request to amend chapter 90.

Council Members discussed possible impacts this would have.

A motion was made by Council Member Laura Alvarado and seconded by Council Member Sarah Graham to approve an amendment to chapter 90, as submitted. The vote was as follows:

Ayes: Council Member Laura Alvarado, Council Member Sarah Graham, and Council Member Mike Lester

Nays: Mayor Pro Tem Jacob Powell, Council Member Kenrick Griffith, and Council Member James Franco

Other: Mayor Charles Johnson (recused)

c. Consider an ordinance amending Section 70-8 "Alcoholic Beverages" of the Code of Ordinances, Baytown, Texas, to permit alcoholic beverages at City-owned or controlled property for qualified, event-specific tourism or sports tourism initiatives, subject to restrictions and permitting requirements.

Mayor Charles Johnson informed the City Council this item will be pushed.

6. PROPOSED RESOLUTIONS

a. Consider a resolution suspending Article 4, "Types of Meetings"; Section 4.1 "Regular Meetings" of the City of Baytown City Council Rules of Procedure for the purpose of canceling the March 26, 2026, City Council Meeting.

A motion was made by Council Member Kenrick Griffith and seconded by Mayor Pro Tem Jacob Powell to approve Resolution No. 3071, as submitted. The vote was as follows:

Ayes: Mayor Charles Johnson, Mayor Pro Tem Jacob Powell, Council Member Laura Alvarado, Council Member Sarah Graham, Council Member Kenrick Griffith, Council Member James Franco and Council Member Mike Lester

Nays: None

Approved

RESOLUTION NO. 3071

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, SUSPENDING ARTICLE 4 “TYPES OF MEETINGS”; SECTION 4.1 “REGULAR MEETINGS” OF THE CITY OF BAYTOWN CITY COUNCIL RULES OF PROCEDURE AND CANCELING THE CITY COUNCIL MEETING SCHEDULED FOR MARCH 26, 2026; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

7. REPORTS

a. Receive the Racial Profiling Report for Calendar Year 2025.

Chief of Police John Stringer presented the 2025 racial profiling report. (Exhibit B)

8. CONSENT

A motion was made by Council Member Laura Alvarado and seconded by Council Member Mike Lester to approve Items 8.a., thru 8.s., as submitted. The vote was as follows:

Ayes: Mayor Charles Johnson, Mayor Pro Tem Jacob Powell, Council Member Laura Alvarado, Council Member Sarah Graham, Council Member Kenrick Griffith, Council Member James Franco and Council Member Mike Lester

Nays: None

Approved

a. Consider a resolution adopting an amended tax increment base value of $351,338,863 for tax year 2025 for Tax Increment Reinvestment Zone Number Two (TIRZ #2) and approving corresponding amendments to the Project and Financing Plan (PFP).

RESOLUTION NO. 3072

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, ADOPTING AN AMENDED TAX INCREMENT BASE VALUE OF THREE-HUNDRED, FIFTY-ONE MILLION, THREE-HUNDRED, THIRTY-EIGHT THOUSAND, EIGHT-HUNDRED, SIXTY-THREE DOLLARS ($351,338,863.00) FOR TAX YEAR 2025 FOR TAX INCREMENT REINVESTMENT ZONE NUMBER TWO AND APPROVING CORRESPONDING AMENDMENTS TO THE PROJECT AND FINANCING PLAN; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

b. Consider an ordinance authorizing a three-year professional service agreement with ImageTrend, LLC for Fire/EMS record management software.

ORDINANCE NO. 16,404

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH IMAGETREND LLC FOR FIRE/EMS RECORD MANAGEMENT SOFTWARE FOR THE FIRE DEPARTMENT; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED THIRTY-NINE THOUSAND EIGHT HUNDRED SIXTY-SIX AND NO/100 DOLLARS ($39,866.00) FOR YEAR ONE OF A THREE YEAR CONTRACT; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

c. Consider authorizing a resolution designating two authorized signatories for contractual and environmental documents and four authorized signatories for financial documents for all Community Development Block Grant (CDBG) disaster recovery and disaster mitigation grant programs and awards as required by the Texas General Land Office as listed in the attached Depository/Authorized Signatories Designation Form.

RESOLUTION NO. 3073

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS DESIGNATING TWO (2) AUTHORIZED SIGNATORIES FOR CONTRACTUAL AND ENVIRONMENTAL DOCUMENTS AND FOUR (4) AUTHORIZED SIGNATORIES FOR

FINANCIAL DOCUMENTS FOR ALL COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) DISASTER RECOVERY AND DISASTER MITIGATION GRANT PROGRAMS AND AWARDS AS REQUIRED BY THE TEXAS GENERAL LAND OFFICE AS LISTED IN THE DEPOSITORY/AUTHORIZED SIGNATORIES DESIGNATION FORM.

d. Consider a resolution authorizing the City Manager to designate an Authorized Official and Financial Officer and submit an application to the Office of the Governor, Public Safety Office's Homeland Security Grant Division, in response to the Fiscal Year 2026 Urban Area Security Initiative – Regular Projects (UASI-R) solicitation on behalf of the Fire Department to sustain the HazMat Team.

RESOLUTION NO. 3074

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE CITY MANAGER TO MAKE AN APPLICATION TO THE OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE'S HOMELAND SECURITY GRANT DIVISION, IN RESPONSE TO THE FY2026 URBAN AREA SECURITY INITIATIVE – REGULAR PROJECTS (UASI-R) SOLICITATION CONCERNING GRANT # 49015- 04 ON BEHALF OF THE FIRE DEPARTMENT TO SUSTAIN THE HAZMAT TEAM, DESIGNATING THE AUTHORIZED REPRESENTATIVE WITH AUTHORITY TO ACCEPT OR AFFIRM ANY GRANT AWARD THAT MAY RESULT THEREFROM; DESIGNATING THE FINANCIAL OFFICER WITH POWER TO SUBMIT FINANCIAL AND/OR PROGRAMMATIC REPORTS OR ALTER A GRANT ON BEHALF OF THE CITY OF BAYTOWN; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

e. Consider an ordinance authorizing the renewal of the Annual Office Supply and Coffee Supply Contract.

ORDINANCE NO. 16,405

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE RENEWAL OF THE ANNUAL OFFICE SUPPLY AND COFFEE SUPPLY CONTRACT WITH ODP BUSINESS SOLUTIONS, LLC, THROUGH OMNIA PARTNERS COOPERATIVE PURCHASING AGREEMENT WITH REGION 4 EDUCATION SERVICE CENTER (ESC) CONTRACT #R190303, AND AUTHORIZING PAYMENT NOT TO EXCEED TWO HUNDRED THIRTY-NINE THOUSAND EIGHT HUNDRED FORTY-SIX AND 72/100 DOLLARS ($239,846.72); MAKING OTHER

PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

f. Consider an ordinance authorizing a service contract with Water Company of America to examine the utility billing, distribution and collection systems for accuracy in metering, billing, and collection through The Interlocal Purchasing Sytem (TIPS) Cooperative.

ORDINANCE NO. 16,406

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING A CONSULTING SERVICES AGREEMENT WITH WATER COMPANY OF AMERICA TO PROVIDE INVESTIGATION, WORK ORDERS, AND FIELD SERVICES IN CONNECTION WITH THE CITY OF BAYTOWN UTILITY METERING, BILLING AND COLLECTION SERVICES THROUGH THE INTERLOCAL PURCHASING SYSTEM (TIPS), CONTRACT NO. 25061; AND AUTHORIZING PAYMENT CONSISTENT WITH THE TERMS THEREIN; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

g. Consider an ordinance authorizing approval of payments to Wright National Flood Insurance Company for flood insurance premiums for City facilities, in an amount not to exceed $100,000.00.

ORDINANCE NO. 16,407

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING PAYMENT TO WRIGHT NATIONAL FLOOD INSURANCE COMPANY FOR FLOOD INSURANCE PREMIUMS FOR CITY FACILITIES IN AN AMOUNT NOT TO EXCEED ONE-HUNDRED THOUSAND DOLLARS ($100,000.00); AND PROVIDING FOR THE EFFECTIVE DATE THEREO.

h. Consider an ordinance authorizing a lease agreement with ESV Properties, LP., for office space related to the City of Baytown Employee Wellness Center.

ORDINANCE NO. 16,408

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST TO A LEASE AGREEMENT WITH ESV PROPERTIES, LP, FOR OFFICE SPACE FOR THE CITY OF BAYTOWN EMPLOYEE WELLNESS CLINIC;

AUTHORIZING PAYMENT THEREFOR IN AN AMOUNT NOT TO EXCEED FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00); AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

i. Consider an ordinance awarding three housing reconstruction projects located at 311 Avenue J, 2006 W. Gulf Street and 1408 Oak Street to R&R Commercial & Residential Construction, LLC., under the CDBG Owner-Occupied Housing Rehabilitation Program.

ORDINANCE NO. 16,409

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AWARDING THE CONTRACT FOR THREE HOUSING RECONSTRUCTION PROJECTS LOCATED AT 311 AVENUE J, 2006 W. GULF STREET, AND 1408 OAK STREET TO R&R COMMERCIAL & RESIDENTIAL CONSTRUCTION, LLC. UNDER THE CDBG OWNER-OCCUPIED HOUSING REHABILITATION PROGRAM, AUTHORIZING PAYMENT NOT TO EXCEED THE SUM OF FOUR HUNDRED FOURTEEN THOUSAND THREE HUNDRED FORTYAND NO/100 DOLLARS ($414,340.00) AS ITEMIZED IN THE TABLE BELOW; AUTHORIZING PAYMENT THEREOF; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

j. Consider an ordinance amending Section 2-238 of the Code of Ordinances to the remove the requirement that the Parks Board comply with Section 551.001 of the Texas Government Code.

ORDINANCE NO. 16,410

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AMENDING CHAPTER 2 "ADMINISTRATION," ARTICLE IV "BOARDS AND COMMISSIONS," DIVISION 2 "PARKS AND RECREATION BOARD," SECTION 2-238 "MEETINGS"; TO CONFORM TO RESOLUTION NO. 3011 CONCERNING MEETINGS OF CITIZEN BOARDS, COMMISSIONS, AND COMMITTEES; CONTAINING A REPEALING CLAUSE; CONTAINING A SAVINGS CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

k. Consider an ordinance authorizing the annual renewal of Procore Construction Management Software with Carahsoft Technology Corp through the Texas Department of Information Resources.

ORDINANCE NO. 16,411

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING PAYMENT IN THE AMOUNT OF EIGHTY-SIX THOUSAND THREE HUNDRED SIXTY-TWO AND 99/100 DOLLARS ($86,362.99) TO CARAHSOFT TECHNOLOGY CORPORATION FOR THE PURCHASE OF SOFTWARE AND SERVICES NECESSARY FOR CONSTRUCTION MANAGEMENT AND PROJECT TRACKING BY THE PUBLIC WORKS AND ENGINEERING DEPARTMENT, THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

l. Consider a resolution to amend the Fiscal Year 2025-2026 budget for the General Fund CIP by authorizing a transfer of $486,093 from Fund Balance to the Capital Replacement Fund account (12001071-52011) to reimburse equipment funded for the Public Safety Building (PSB).

RESOLUTION NO. 3075

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AMENDING THE FISCAL YEAR 2025-2026 BUDGET FOR THE GENERAL FUND CIP BY AUTHORIZING A TRANSFER OF FOUR HUNDRED EIGHTY-SIX THOUSAND NINETY-THREE AND N0/100 DOLLARS ($486,093.00) FROM FUND BALANCE TO CAPITAL REPLACEMENT FUND TO REIMBURSE EQUIPMENT FUNDED FOR THE PUBLIC SAFETY BUILDING (PSB); AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

m. Consider an ordinance authorizing the purchase of a TeleSkid Model 4TS-8T. TrackedSeries 3.2 and 5 attachments from Monk Machinery LLC dba Monk JCB on SourceWell contract #020223-JCB.

ORDINANCE NO. 16,412

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED ONE HUNDRED EIGHTY-FOUR THOUSAND TWO HUNDRED FORTY-EIGHT AND 88/100 DOLLARS ($184,248.88) TO MONK MACHINERY, LLC D/B/A MONK JCB, THROUGH THE PURCHASING COOPERATIVE, SOURCEWELL, CONTRACT #020223-JCB, FOR THE PURCHASE OF ONE TELESKID MODEL 4TS-8T TRACKED SERIES 3.2 AND FIVE ATTACHMENTS; MAKING OTHER PROVISIONS RELATED

THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

n. Consider an ordinance authorizing a professional services agreement for construction materials testing services with Alliance Geotechnical Group, Inc., for the Fire Station 2 Replacement Project.

ORDINANCE NO. 16,413

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH ALLIANCE GEOTECHNICAL GROUP, INC. FOR CONSTRUCTION MATERIALS TESTING SERVICES FOR THE FIRE STATION 2 REPLACEMENT PROJECT; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THIRTY-FIVE THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS ($135,700.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

o. Consider an ordinance authorizing a Professional Services Agreement for Real Estate Appraisal Services for the Garth Road Reconstruction Project with Scott Stephens and Associates, Inc.

ORDINANCE NO. 16,414

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH SCOTT STEPHENS & ASSOCIATES, INC. FOR REAL ESTATE APPRAISAL SERVICES FOR THE GARTH ROAD RECONSTRUCTION PROJECT; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED ONE HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS ($120,000); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

p. Consider an ordinance authorizing a Professional Services Agreement for Acquisition Services for the Garth Road Reconstruction Project with Right-of-Way Solutions, Inc.

ORDINANCE NO. 16,415

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH RIGHT-OF-WAY SOLUTIONS, INC. FOR RIGHT-OF-WAY AND ACQUISITION SERVICES FOR THE GARTH

ROAD RECONSTRUCTION PROJECT; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED TWO HUNDRED ELEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($211,500.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

q. Consider an ordinance authorizing a professional services agreement for construction materials testing services with Terracon Consultants, Inc. for the Baytown Area Water Authority East Surface Water Treatment Plant Phase 2 Expansion Project.

ORDINANCE NO. 16,416

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH TERRACON CONSULTANTS, INC., FOR MATERIAL TESTING SERVICES FOR THE BAYTOWN AREA WATER AUTHORITY EAST SURFACE WATER TREATMENT PLANT PHASE 2 EXPANSION PROJECT IN AN AMOUNT NOT TO EXCEED THREE-HUNDRED NINETEEN-THOUSAND, SIX-HUNDRED FORTY-FIVE DOLLARS ($319,645.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

r. Consider an ordinance approving the first renewal of the Annual Liquid Sodium Hypochlorite Contract to Brenntag Southwest, Inc.

ORDINANCE NO. 16,417

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPROVING PAYMENT BY THE BAYTOWN AREA WATER AUTHORITY IN AN AMOUNT OF ONE HUNDRED FORTY-SIX THOUSAND FIVE HUNDRED FORTY-SEVEN AND 77/100 DOLLARS ($146,547.77) TO BRENNTAG SOUTHWEST, INC. FOR THE ANNUAL SODIUM HYPOCHLORITE CONTRACT; MAKING OTHER PROVISIONS RELATED THERETO AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

s. Consider an ordinance authorizing the award of the Annual Gasoline and Diesel Fuel Contract to Mansfield Oil Company of Gainesville, Inc.

ORDINANCE NO. 16,418

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED ONE MILLION NINE HUNDRED THIRTY

THOUSAND THREE HUNDRED FORTY-EIGHT AND NO/100 DOLLARS ($1,930,348.00) TO MANSFIELD OIL COMPANY OF GAINESVILLE, INC. FOR THE ANNUAL GASOLINE AND DIESEL FUEL CONTRACT THROUGH THE SOURCEWELL COOPERATIVE PURCHASING PROGRAM, CONTRACT #RFP-121522; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

9. APPOINTMENTS

a. Consider a resolution to appoint Michael Garner as Presiding Judge of the Municipal Court of Record in the City of Baytown, Texas to serve a term of office commencing March 2, 2026, and ending on January 31, 2028.

Director of Human Resources Joey Lopez, provided an overview regarding the appointment of a Presiding Judge.

Michael Garner selected as the Presiding Judge, expressed appreciation and looks forward to maintaining the standard Judge Julie Escalante has established.

The Mayor and Council Members shared their appreciation and welcomed Mr. Garner.

A motion was made by Council Member Sarah Graham and seconded by Council Member James Franco to appoint Michael Garner as Presiding Judge to the Municipal Court of Record. The vote was as follows:

Ayes: Mayor Charles Johnson, Mayor Pro Tem Jacob Powell, Council Member Laura Alvarado, Council Member Sarah Graham, Council Member Kenrick Griffith, Council Member James Franco and Council Member Mike Lester

Nays: None

Approved

RESOLUTION NO. 3076

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPOINTING MICHAEL GARNER AS PRESIDING JUDGE OF THE MUNICIPAL COURT OF RECORD IN THE CITY OF BAYTOWN, TEXAS; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

b. Consider a resolution authorizing three (3) appointments to the Baytown Library Board.

City Manager Jason Reynolds provided his candidates as listed below:

Name	District / Position	If Appointed - Term
Brenda Rambarran	City Manager - At-Large	Reappointment
Tammy Guidry	City Manager - At-Large	Reappointment
Jennifer Rouse	City Manager - At-Large	Appointed

A motion was made by Council Member Mike Lester and seconded by Mayor Pro Tem Jacob Powell to appoint the named candidates to the Baytown Library Board. The vote was as follows:

Ayes: Mayor Charles Johnson, Mayor Pro Tem Jacob Powell, Council Member Laura Alvarado, Council Member Sarah Graham, Council Member Kenrick Griffith, Council Member James Franco and Council Member Mike Lester

Nays: None

Approved

RESOLUTION NO. 3077

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPOINTING TAMMY GUIDRY, BRENDA RAMBARRAN AND JENNIFER ROUSE TO THE LIBRARY BOARD; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

10. MANAGER'S REPORT

- Public Affairs
  - Our Public Affairs team celebrated National Government Communicator's Day, and our Engineering team celebrated National Engineer's Week. We're incredibly proud of both teams and thank them for all of the work they do.
- Public Works and Engineering
  - Robert Benavidez from PWE recently earned his CDL License. Congratulations and keep up the great work!
- Parks and Recreation Tourism
  - They recently attended the annual Texas Recreation and Parks Society (TRAPS) Equipment Rodeo. This year Luis Mendoza, Leonard Graham, Robert Renteria, Minh Kotlarz, Tony Sorola, and Daniel Medina, all placed at the East Region Competition and advanced to the State Competition. From that, the City of Baytown placed in the following categories:
    - Backpack Blower: Leonard Graham (2nd Place)
    - Nail Driving: Minh Kotlarz (2nd place)
  - Congratulations to all of the participants and thank you for doing a great job representing our City!
  - Josh Wilson, for winning the 2026 Baytown Parks and Recreation Jack of All Trades Award. This award recognizes team members who consistently step up

when needs arise beyond their normal job duties. Way to go Josh, thank you for all your hard work!

- Planning and Development
    - The Planning Department was pleasantly surprised by a visit from the Bay Area Rehabilitation Center, who stopped by to express their appreciation for the team's help in securing a permit during their recent power outage. Thank you to the team for consistently going above and beyond!
- The tourism kiosk located at Buc-ee's was recently upgraded and is generating more than 400 weekly user interactions. The current kiosk's most popular feature is the Visit Baytown–branded selfie app, enabling guests to capture and share their visit on social media. Shout out to our Internet and Technology Services (ITS) and Parks Recreation and Tourism (PRT) departments for working together on this project upgrade.
- One more thing, celebrate GO Texan Day and dress up to support it.

11. COUNCIL MEMBER DISTRICT REPORT

a. Receive a report from Council Member Kenrick Griffth regarding projects, programs and events in District No. 3.

Council Member Kenrick Griffith reported the current projects, programs and events of District 3:

District 3 continues to see new business development, with the following locations in progress.

- Planning & Development
    - Goose Creek Commerce Center/Logistics (7100 Bass Blvd)
    - El Matador Food Processing Plant (7414 Bayway Dr)
    - Piedmont Apartments Remodel (7510 Decker Dr)
    - Pilot Travel Centers (1876 E IH 10)
    - Baytown Wastewater Treatment Plant (1510 E IH 10)
    - Express Inn and Suites (4540 Decker Dr)
    - San Jacinto Market Place Updates:
        - Work has officially begun on the foundation for Sam's Club. The first concrete slab is expected to be poured in March, followed by the start of their CMU walls. Their fuel station is also currently undergoing inspection.
        - Permits have been issued for several businesses, including:
            - Home Goods
            - Burlington
            - Barnes and Noble
            - Ross
            - Dick's Sporting Goods
            - EOS Fitness
            - 4 Shell Buildings (Exterior structures are being constructed, however specific stores have not been identified)

- Parks and Recreation Department
  - There are several exciting events happening at the Nature Center:
    - Nature Center Tree Planting (Staff Installation)
    - Run for your Wildlife (February 28)
    - BNC Greenhouse Construction (Final plumbing scheduled for March 9)
    - Birding Photography Contest (March 1 – June 1)
    - Wade into Wetlands Summer Science Camp Registration (Opens March 1)
    - Tyler Hike (Fridays from 10-11 AM during the fall and spring seasons)
    - Full Moon Hike (March 7)
    - Evening Explorers (March 14)
    - Guided Kayak Paddle (March 21)
    - Trash Bash (March 28)
- Public Works and Engineering
  - West District Wastewater Treatment Plant Ops Building:
    - Interior work at the new operations building is progressing, including framing, drywall installation, and insulation. Exterior painting has been completed. The new parking lot has been paved, and landscaping activities, including sod and tree installation are complete.
  - Garth Road Phase A&B:
    - Utility investigations and locating activities are ongoing. On Archer Rd, brush and debris have been cleared form the area where the future detention pond will be constructed preparing the site for upcoming work. Temporary light poles are being installed to support interim traffic signals, and the existing median curbs have been demolished.
  - Storm Water Maintenance:
    - Ditches are being mowed in the Lakewood area.
  - Street Maintenance:
    - Sidewalk repairs are ongoing at Noble Court.
    - Curb and Gutter repairs are in progress at Burnett Dr. and Meador Ln.

Council Member Kenrick Griffith thanked Martin Scribner and his team for assistance with the Baytown Area Rehabilitation Center Permit application.

Mayor Charles Johnson shared events currently being held at the Sterling Library.

12. EXECUTIVE SESSION

a. Recess into and conduct an executive session pursuant to Section 551.087 of the Texas Government Code to discuss economic development negotiations.

Mayor Charles Johnson announced there would be no Executive Session this meeting.

13. ADJOURN

With there being no further business to discuss, Mayor Charles Johnson adjourned the February 26, 2026, Municipal Development District and City Council Regular Joint Meeting at 7:35 P.M.

_____
Angela Jackson, Assistant Secretary
City of Baytown

DRAFT

MINUTES OF THE JOINT SPECIAL MEETING OF THE CITY COUNCIL AND THE BAYTOWN MUNICIPAL DEVELOPMENT DISTRICT

March 12, 2026

The City Council and Baytown Municipal Development District (MDD) of the City of Baytown met in a Special Meeting on Thursday, March 12, 2026, at 6:30 P.M. in the Council Chamber of the Baytown City Hall at 2401 Market Street, Baytown, Texas, with the following in attendance:

Jacob Powell	Mayor Pro Tem / Director
Laura Alvarado	Council Member / Vice President
Sarah Graham	Council Member / Director
Kenrick Griffith	Council Member / Director
James Franco	Council Member / Director
Mike Lester	Council Member / Director
Charles Johnson	Mayor / President
Jason Reynolds	City Manager / General Manager
Kristin Holmes	Acting City Attorney / General Counsel
Angela Jackson	City Clerk / Assistant Secretary
John Stringer	Sergeant at Arms

Mayor / President Charles Johnson convened the March 12, 2026 City Council and Municipal Development District (MDD) Joint Meeting with a quorum present at 6:30 P.M. All members were present.

The Pledge of Allegiance, Texas Pledge and Invocation were led by Council Member / Director James Franco.

1. CITIZEN COMMENTS

Mayor / President Charles Johnson announced citizens signed up to speak.

June Stansky, 4601 Driftwood Drive, shared it is National Women's History Month, and requested for the City Council to appoint Council Member Laura Alvarado as Mayor Pro Tem, and recommended women be assigned to the committees today. Ms. Stansky announced her years of service as a Girl Scout Leader and that March 12 was National Girl Scout Day.

David Isaac, 2812 Landmark Drive, expressed his opinions and recommendations regarding a recent vote for child care tax amendments, and the upcoming vote for Mayor Pro Tem.

2. MUNICIPAL DEVELOPMENT DISTRICT ITEMS

a. Consider a resolution authorizing a professional services agreement with Admin CFO, LLC to provide financial oversight services related to the Hyatt Regency Baytown-Houston Project.

Finance Director Teresa McKenzie provided a summary regarding an agreement with Admin CFO, LLC.

A motion was made by Vice President Laura Alvarado and seconded by Director Sarah Graham to approve Resolution No. 505, as submitted. The vote was as follows:

Ayes: President Charles Johnson, Vice President Laura Alvarado, Director Jacob Powell, Director Sarah Graham, Director Kenrick Griffith, Director James Franco,and Director Mike Lester

Nays: None

Approved

RESOLUTION NO. 505

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BAYTOWN MUNICIPAL DEVELOPMENT DISTRICT AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONSULTING SERVICES AGREEMENT WITH ADMIN CFO, LLC, FOR ADMINISTRATIVE AND FINANCIAL OVERSIGHT SERVICES FOR THE HYATT REGENCY BAYTOWN-HOUSTON PROJECT; AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED ONE-HUNDRED, TWENTY THOUSAND AND NO/100 DOLLARS ($120,000.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

3. CITY COUNCIL ITEMS – MINUTES

a. Consider approving the minutes of the City Council Work Session and City Council Regular Joint MDD Meeting held on February 12, 2026.

A motion was made by Council Member Kenrick Griffith and seconded by Council Member Sarah Graham to approve the minutes for February 12, 2026, as submitted. The vote was as follows:

Ayes: Mayor Charles Johnson, Mayor Pro Tem Jacob Powell, Council Member Laura Alvarado, Council Member Sarah Graham, Council Member Kenrick Griffith, Council Member James Franco and Council Member Mike Lester

Nays: None

Approved

4. RECOGNITIONS AND CITIZEN COMMUNICATIONS

a. Present a proclamation designating January 18, 2026, as ASEZ STAR Community Cleanup Day.

Mayor Charles Johnson was joined by students participating in the community clean up and Council Members to thank them for their time and hard work.

b. Present a proclamation designating January 18, 2026, as ASEZ WAO Community Cleanup Day.

Mayor Charles Johnson was joined by students participating in the community clean up and Council Members to thank the students for their global environmental involvement in promoting the initiative.

Mayor Charles Johnson took a point of privilege to support a Girl Scout and purchase a box of cookies.

5. PROPOSED ORDINANCES

Director of Parks Recreation and Tourism Clifford Hatch, provided an overview regarding the items of concern addressed at previous Council Meeting with improving processes and procedures.

Council Members provided their opinions and recommendations regarding the amendments to accommodate the concerns.

A motion was made by Council Member Sarah Graham and seconded by Council Member Kenrick Griffith to approve Items 5.a. thru 5.c., as submitted. The vote was as follows:

Ayes: Mayor Charles Johnson, Mayor Pro Tem Jacob Powell, Council Member Laura Alvarado, Council Member Sarah Graham, Council Member Kenrick Griffith, Council Member James Franco and Council Member Mike Lester

Nays:

Approved

a. Consider an ordinance amending Section 70-8 "Alcoholic Beverages" of the Code of Ordinances, Baytown, Texas, to permit alcoholic beverages at City-owned or controlled property for qualified, event-specific tourism or sports tourism initiatives, subject to restrictions and permitting requirements.

Director of Parks Recreation and Tourism Clifford Hatch provided an overview regarding the development and permitting fees.

The Mayor and Council Members requested clarification on the increases and expressed their appreciation for the recommendations.

ORDINANCE NO. 16,419

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AMENDING CHAPTER 70 "PARKS AND RECREATION," SECTION 70-8 "ALCOHOLIC BEVERAGES" TO PERMIT ALCOHOLIC BEVERAGES AT CITYOWNED OR CONTROLLED PROPERTY FOR QUALIFIED, EVENT-SPECIFIC, TOURISM OR SPORTS TOURISM INITIATIVES; CONTAINING A REPEALING CLAUSE; CONTAINING A SAVINGS CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

b. Consider an ordinance amending Section 70-1, "Park Hours," of the City of Baytown Code of Ordinances to exempt properly permitted tourism-impact events occurring at a municipal park from the application of standard park hours.

ORDINANCE NO. 16,420

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AMENDING CHAPTER 70 "PARKS AND RECREATION," SECTION 70-1 "PARK HOURS," SECTION 70-1(B) "EXCEPTIONS," TO ADD SUBSECTION (3), TO EXEMPT ATTENDEES, PARTICIPANTS, OR INDIVIDUALS OTHERWISE INVOLVED IN A PROPERLY PERMITTED TOURISM-IMPACT EVENT HELD AT A MUNICIPAL PARK FROM THE APPLICATION OF STANDARD PARK HOURS; CONTAINING A REPEALING CLAUSE; CONTAINING A SAVINGS CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

c. Consider an ordinance amending Section 74-28 of the code of ordinances to exempt sales made at properly permitted qualified, event specific, tourism or sports tourism initiatives.

ORDINANCE NO. 16,421

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AMENDING CHAPTER 74 "PEDDLERS AND SOLICITORS," ARTICLE II "ITINERANT MERCHANTS AND OPEN AIR VENDORS," DIVISION 1 "GENERALLY," SECTION 74-28 "EXEMPTIONS FROM ARTICLE" TO ADD SUBSECTION (5), EXEMPTING SALES MADE AT PROPERLY PERMITTED

QUALIFIED, EVENT-SPECIFIC, TOURISM OR SPORTS TOURISM INITIATIVES; CONTAINING A REPEALING CLAUSE; CONTAINING A SAVINGS CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

6. PROPOSED RESOLUTIONS

a. Consider a resolution granting the petition for the proposed annexation of approximately 202.48 acres of land, located on the north and south sides of Battlebell Road and the east side of John Martin Road, and sections of Battlebell and Jones Road.

Mayor Charles Johnson informed the City Council, the applicant requested to push this item to the first meeting in April.

b. Consider a resolution nominating Covestro LLC to the Governor's Office of Economic Development, for designation as a qualified business and an Enterprise Project under the Texas Enterprise Zone Program.

Manager of Economic Development Brian Moran, provided details regarding the nomination of Covestro LLC.

Mr. Michael Baker with Covestro clarified the nominations distinction from the previous year.

Mayor Charles Johnson requested clarification regarding the job opportunities regarding local students.

A motion was made by Council Member Laura Alvarado and seconded by Mayor Pro Tem Jacob Powell to approve Resolution No. 3078, as submitted. The vote was as follows:

Ayes: Mayor Charles Johnson, Mayor Pro Tem Jacob Powell, Council Member Laura Alvarado, Council Member Sarah Graham, Council Member Kenrick Griffith, Council Member James Franco and Council Member Mike Lester

Nays: None

Approved

RESOLUTION NO. 3078

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, NOMINATING COVESTRO, LLC, TO THE TEXAS ECONOMIC DEVELOPMENT AND TOURISM OFFICE WITHIN THE OFFICE OF THE GOVERNOR THROUGH THE TEXAS ECONOMIC DEVELOPMENT BANK FOR DESIGNATION AS A QUALIFIED BUSINESS AND AN ENTERPRISE PROJECT UNDER THE TEXAS ENTERPRISE ZONE PROGRAM UNDER THE TEXAS

ENTERPRISE ZONE ACT, CHAPTER 2303, TEXAS GOVERNMENT CODE; PROVIDING A REPEALING CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

7. DISCUSSION

a. Discuss and take possible action regarding the Capital Improvement Plan Committee (CIP) and Finance Committee.

Mayor Charles Johnson announced his recommendations regarding the committee appointments.

Council Members expressed their appreciation for the Mayors consideration, and recommendations in moving forward with the committee members as listed below.

Name	Position / Committee	Appointed /Reappointed
Laura Alvarado	Chair / CIP	Appointment
Sarah Graham	Committee Member / CIP	Appointment
James Franco	Committee Member / CIP	Appointment

Name	Position / Committee	Appointed /Reappointed
Kenrick Griffith	Chair / Finance	Appointment
Jacob Powell	Committee Member / Finance	Appointment
Mike Lester	Committee Member / Finance	Appointment

City Attorney Scott Lemond provided legal clarification regarding making changes to the current committee members during pending decisions.

A motion was made by Council Member Sarah Graham and seconded by Mayor Pro Tem Jacob Powell to approve Resolution No. 3079, as submitted. The vote was as follows:

Ayes: Mayor Charles Johnson, Mayor Pro Tem Jacob Powell, Council Member Laura Alvarado, Council Member Sarah Graham, Council Member Kenrick Griffith, Council Member James Franco and Council Member Mike Lester

Nays: None

Approved

RESOLUTION NO. 3079

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPOINTING LAURA ALVARADO, SARAH GRAHAM, AND JAMES FRANCO TO THE BAYTOWN CAPITAL

IMPROVEMENT PLAN AD HOC COMMITTEE; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

A motion was made by Council Member Kenrick Griffith and seconded by Mayor Pro Tem Jacob Powell to approve Resolution No. 3080, as submitted. The vote was as follows:

Ayes: Mayor Charles Johnson, Mayor Pro Tem Jacob Powell, Council Member Laura Alvarado, Council Member Sarah Graham, Council Member Kenrick Griffith, Council Member James Franco and Council Member Mike Lester

Nays: None

Approved

RESOLUTION NO. 3080

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPOINTING KENRICK GRIFFITH, JACOB POWELL AND MIKE LESTER TO THE BAYTOWN FINANCE AD HOC COMMITTEE; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

b. Discuss and take possible action regarding the City of Baytown Mayor Pro Tem.

Council Member Mike Lester nominated Mayor Pro Tem Jacob Powell for the current term.

Council Member Kenrick Griffith nominated himself for the current term.

Council Member Laura Alvarado nominated herself for the current term.

Mayor Charles Johnson called for a vote of the nominations by a show of hands.

Three votes for Mayor Pro Tem Jacob Powell / One vote for Council Member Kenrick Griffith / Three votes for Council Member Laura Alvarado.

With the nominations remaining on the table, Mayor Johnson called for a vote by a show of hands.

Three votes for Mayor Pro Tem Jacob Powell / Four votes for Council Member Laura Alvarado.

Mayor Charles Johnson announced majority vote for Council Member Laura Alvarado. Council Member Alvarado will be appointed as the Mayor Pro Tem effectively and for the remainder of the term.

RESOLUTION NO. 3081

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPOINTING COUNCIL MEMBER LAURA ALVARADO AS MAYOR PRO TEM; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

8. CONSENT

A motion was made by Council Member Sarah Graham and seconded by Council Member Laura Alvarado to approve Items 8.a., thru 8.i., excluding Item 8.c. The vote was as follows:

Ayes: Mayor Charles Johnson, Mayor Pro Tem Jacob Powell, Council Member Laura Alvarado, Council Member Sarah Graham, Council Member Kenrick Griffith, Council Member James Franco and Council Member Mike Lester

Nays: None

Approved

a. Consider a resolution authorizing the Chambers County Mosquito Control Department to use aerial application methods for the purpose of mosquito control within the Chambers County portion of the City of Baytown.

RESOLUTION NO. 3083

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE CHAMBERS COUNTY MOSQUITO CONTROL DEPARTMENT TO USE AERIAL APPLICATION METHODS FOR THE PURPOSE OF MOSQUITO CONTROL WITHIN THAT PORTION OF THE CITY OF BAYTOWN THAT LIES WITHIN CHAMBERS COUNTY, TEXAS; DIRECTING THE MAYOR TO NOTIFY THE FEDERAL AVIATION ADMINISTRATION OF SUCH AUTHORIZATION; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

b. Consider an ordinance authorizing a three-year Professional Services Agreement with Envisage Technologies, LLC, d/b/a Vector Solutions, for Fire/EMS LMS continuing education software.

ORDINANCE NO. 16,422

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH ENVISAGE TECHNOLOGIES LLC DOING BUSINESS AS VECTOR SOLUTIONS FOR FIRE/EMS CONTINUING

EDUCATION SOFTWARE FOR THE FIRE DEPARTMENT THROUGH THE PURCHASING COOPERATIVE, SOURCEWELL, CONTRACT #051321-ENV; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED SEVENTEEN THOUSAND SEVEN HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS ($17,775.00) FOR YEAR ONE OF A THREE YEAR CONTRACT; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

c. Consider a resolution authorizing the City Manager or his designee to submit four (4) applications in response to the Fiscal Year 2026 Harris County Precinct 2 Call for Partnership Projects on behalf of the Public Works & Engineering and Parks and Recreation Departments.

Council Member Mike Lester expressed his appreciation regarding the Call for Partnership Projects.

City Manager Jason Reynolds provided clarification regarding the capital improvements associated with these grants.

The Mayor and Council Members expressed appreciation for all staff has done to make this possible.

A motion was made by Council Member Mike Lester and seconded by Council Member Kenrick Griffith to approve Item 8.c., as submitted. The vote was as follows:

Ayes: Mayor Charles Johnson, Mayor Pro Tem Jacob Powell, Council Member Laura Alvarado, Council Member Sarah Graham, Council Member Kenrick Griffith, Council Member James Franco and Council Member Mike Lester

Nays: None

Approved

RESOLUTION NO. 3082

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE CITY MANAGER TO MAKE FOUR (4) APPLICATIONS TO HARRIS COUNTY PRECINCT 2 FOR FISCAL YEAR 2026 CALL FOR PARTNERSHIP PROJECT GRANTS ON BEHALF OF THE PUBLIC WORKS AND ENGINEERING DEPARTMENT; DESIGNATING AN AUTHORIZED REPRESENTATIVE; AUTHORIZING THE REPRESENTATIVE TO ACCEPT OR AFFIRM ANY GRANT AWARD THAT MAY RESULT THEREFROM; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

d. Consider an ordinance authorizing the final renewal of the Annual HVAC Services contract with American Mechanical Services of Houston, LLC.

ORDINANCE NO. 16,423

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT NOT TO EXCEED TWO HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS ($275,000.00) TO AMERICAN MECHANICAL SERVICES OF HOUSTON, LLC TO RENEW THE ANNUAL HVAC SERVICES CONTRACT; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

e. Consider an ordinance amending Chapter 94 "Traffic and Vehicles" Article IV "Specific Street Regulations," Section 94-121 "Schedules enumerated" of the Code of Ordinances, to authorize modification of speed limit zones on State Highway 146 (SH 146) from Tompkins Drive to Chambers Town Center.

ORDINANCE NO. 16,424

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AMENDING CHAPTER 94 "TRAFFIC AND VEHICLES," ARTICLE IV "SPECIFIC STREET REGULATIONS," SECTION 94-121 "SCHEDULES ENUMERATED," SCHEDULE V "DESIGNATION -- SPEED LIMIT ZONES" OF THE CODE OF ORDINANCES, CITY OF BAYTOWN, TEXAS, TO ESTABLISH THE MAXIMUM PRIMA FACIE SPEED LIMITS FOR STATE HIGHWAY 146 (SH 146) FROM TOMPKINS DRIVE TO CHAMBERS TOWN CENTER; AUTHORIZING AND DIRECTING THE PLACEMENT OF SIGNS BY THE DIRECTOR OF PUBLIC WORKS; REPEALING CONFLICTING ORDINANCES; CONTAINING A SAVINGS CLAUSE; PRESCRIBING A MAXIMUM PENALTY OF TWO HUNDRED AND NO/100 DOLLARS ($200.00) FOR EACH VIOLATION THEREOF; AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE THEREOF.

f. Consider an ordinance authorizing a professional services agreement for Construction Management and Inspection Services with Freese and Nichols, Inc., for the Fire Station 2 Replacement Project.

ORDINANCE NO. 16,425

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING A PROFESSIONAL SERVICES

AGREEMENT WITH FREESE AND NICHOLS, INC. FOR FIRE STATION 2 REPLACEMENT PROJECT; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED SIX HUNDRED THIRTY-FOUR THOUSAND NINE HUNDRED THIRTY-THREE AND NO/100 DOLLARS ($634,933.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

g. Consider an ordinance authorizing Change Order No. 1 for the Chambers Commons Lift Station and Gravity Relief Interceptors Project with T Construction, LLC.

ORDINANCE NO. 16,426

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING CHANGE ORDER NO. 1 FOR THE LIFT STATION AND GRAVITY RELIEF INTERCEPTORS PROJECT WITH T CONSTRUCTION, LLC; APPROVING AN INCREASE IN THE CONTRACT AMOUNT BY ONE-HUNDRED, NINETEEN THOUSAND, EIGHT-HUNDRED, FORTY-SIX DOLLARS AND 47/100. ($119,846.47); AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

h. Consider an ordinance authorizing the Seventh Amendment to the Lease of Premises with Solid Waste, Ltd. Inc. for the Baytown Marina at Bayland Island.

ORDINANCE NO. 16,427

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST TO THE SEVENTH AMENDMENT TO THE LEASE OF PREMISES WITH SOLID WASTE, LTD. INC.; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

i. Consider an ordinance authorizing the purchase of a Model 510-56 Telehandler, 74HP (55KW) from Monk Machinery LLC dba Monk JCB on SourceWell contract #020223-JCB.

ORDINANCE NO. 16,428

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SEVENTY-NINE THOUSAND SEVEN HUNDRED FIFTEEN AND 18/100 DOLLARS ($179,715.18) TO MONK MACHINERY, LLC D/B/A MONK JCB, THROUGH THE

PURCHASING COOPERATIVE, SOURCEWELL, CONTRACT # 020223-JCB, FOR THE PURCHASE OF ONE MODEL 510-56 TELEHANDLER, 74HP (55KW); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

9. APPOINTMENTS

a. Consider a resolution authorizing the appointment of the City of Baytown's Local Health Authority.

Mayor Charles Johnson expressed appreciation to Dr. James Bernick for his years of service.

Interim Director of Health Department Shawn Cochran provided a summary regarding the Local Health Authority nominee, Dr. Neil Gandhi.

The Mayor and Council Members shared their opinions and recommendations for the nominee and assurance of Dr. Gandhi's relationship with the local community.

A motion was made by Council Member Sarah Graham and seconded by Council Member James Franco to appoint Dr. Neil Gandhi as the local Health Authority to the City of Baytown. The vote was as follows:

Ayes: Mayor Charles Johnson, Mayor Pro Tem Jacob Powell, Council Member Laura Alvarado, Council Member Sarah Graham, Council Member Kenrick Griffith, Council Member James Franco and Council Member Mike Lester

Nays: None

Approved

RESOLUTION NO. 3084

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPOINTING DR. NEIL GANDHI AS THE HEALTH AUTHORITY TO THE CITY OF BAYTOWN; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

10. MANAGER'S REPORT

- Parks Recreation and Tourism
    - I'd like to begin by highlighting our Parks team for hosting their first Safety ROADeo. Employees participated in hands-on training with trucks, trailers, forklifts, and other equipment to strengthen workplace safety. The event also completed the requirements for the department to earn the 'R.O.A.D. Ready'

certification from the Texas Municipal Intergovernmental League Risk Pool. Congratulations to the team on this great accomplishment!

- Finance Department
  - The National Government Finance Officers Association (GFOA) Awards: The City received the Distinguished Budget Presentation Award for the FY 25–26 Budget Book and the Certificate of Achievement for Excellence in Financial Reporting for the FY 24 Annual Comprehensive Financial Report. This marks the 33rd year the City has earned these recognitions.
  - This month, the Finance Department celebrates National Procurement Month and Government Finance Professionals Week (March 16–20), honoring the Finance team and city departments whose hard work ensures compliance and supports the delivery of services to our community. Thank you for everything you do!
- Public Works and Engineering (PWE)
  - Recently we received a shout out for PWE's prompt response in repairing a sidewalk affected by a utility repair, completing the work within 24 hours of the report. Thank you for your quick action, keep up the great work!
  - A big congratulations to Alejandra Moz from Public Works for being featured in the national magazine of the American Public Works Association. Great job Alejandra!
- Baytown will host the 3v3 Kick It Soccer Tournament on Saturday, June 13, 2026, at the Baytown Soccer Complex. The all-day event is expected to attract at least 60 teams. Held alongside Fédération International de Football Association (FIFA) World Cup activities in Houston, the tournament invites visitors to explore Baytown and nearby attractions. A big thanks to our Sports Tourism Coordinator, Donna Finnie, and everyone who helped make this event possible
- Lee College is hosting its second annual junior college basketball tournament this week, with 16 out-of-town teams staying in Baytown hotels. Our Tourism team is collaborating with the Athletic Director to support future tournaments, including a regional volleyball event planned for November.
- The City of Baytown Parks, Recreation & Tourism Department has partnered with Houston Dynamo FC as an Official Youth Soccer Partner, strengthening Baytown's presence in the Greater Houston soccer community. Participants in Baytown's Fall 2026 Youth Soccer Program will be recognized on the field during the October 17 Texas Derby between Houston Dynamo Football Club (FC) and FC Dallas. The partnership also opens the door for future collaborations, including appearances, community engagement, and participation in events such as Baytown's July 4th Celebration and Grito Fest.
- A special thank you to the Finance Department for progressing with their transparency stars, and ensuring the City of Baytown finances are clear.

11. COUNCIL MEMBER DISTRICT REPORT

a. Receive a report from Council Member James Franco regarding projects, programs and events in District No. 4.

Council Member James Franco reported the current projects, programs and events of District 4:

District 4 continues to see new business development, with the following locations in progress.

- Planning & Development
  - The District on North Main – Office/Warehouse (5278 N Main St)
  - Baytown Boat, RV & Self Storage (4500 N Main St)
  - Houston Methodist Hospital Remodel (4401 Garth Rd)
  - Rosa Linda's Restaurant (7304 E IH 10)
  - Texas Heart Center Remodel (1510 E IH 10)
  - Groves Business Park (7204 E IH 10)
  - Cottage Green Multifamily Development (605 Hunt Rd)
  - Baytown Veterinarian Hospital (5360 E IH 10)
  - Roma Italians (Garth Rd)
  - La Cocina de Lulu (Garth Rd)
  - Wayne Gray Sports Complex Update:
    - Adult Softball leagues are wrapping up with 26 teams across two nights, drawing 400+ participants and spectators weekly. The first 2026 Adult Kickball League is now registering, and the Senior Softball League starts March 16 with eight teams on Mondays.
    - Tournament days at Wayne Gray Sports complex average 30 teams and 500 participants. The site is active six days a week with rentals, leagues, United States Specialty Sports Association (USSSA) tournaments, and the Montrose Softball spring season. Their opening day saw 400 participants and spectators, alongside vendors like Pirates Bay and the Sugar Land Space Cowboys.
  - Pirates Bay Water Park Update:
    - Pirates Bay Waterpark is preparing for the 2026 season with recruiting, marketing, and facility readiness underway, including seasonal staff outreach at Baytown-area high schools and hosting Baytown's first Polar Plunge on February 20.
    - Season pass sales remain strong, with 2,439 passes sold so far—about 56% of the 2025 season sales.

Mayor Charles Johnson shared events currently being held at the Sterling Library.

12. EXECUTIVE SESSION

a. Recess into and conduct an executive session pursuant to Section 551.087 of the Texas Government Code to discuss economic development negotiations.

At 7:52 P.M., Mayor Charles Johnson recessed and convened in to an Executive Session pursuant to Section 551.087 of the Texas Government Code to discuss economic development negotiations.

At 8:40 P.M., Mayor Charles Johnson reconvened the meeting and announced that, in accordance with Section 551.102 of the Texas Government Code, no action was taken in the Executive Session.

13. ADJOURN

With there being no further business to discuss, Mayor Charles Johnson adjourned the March 12, 2026, Municipal Development District and City Council Regular Joint Meeting at 8:40 P.M.

_____
Angela Jackson, Assistant Secretary
City of Baytown

CITY COUNCIL MEETING 2. b.

Meeting Date: 05/14/2026

Subject: Resolution authorizing an Interlocal Agreement with the City of Baytown for a Unified Chapter 380 Economic Development Program

Prepared for: Brian Moran, Administration **Prepared by:** Brian Moran, Administration

Department: Administration

Information

ITEM

Consider a resolution authorizing an Interlocal Agreement between the Baytown Municipal Development District (MDD) and the City of Baytown regarding the administration and funding of economic development incentives through a unified Chapter 380 program.

PREFACE

The proposed resolution authorizes an Interlocal Agreement (ILA) between the Baytown Municipal Development District (MDD) and the City of Baytown, pursuant to Texas Government Code Chapter 791. This agreement authorizes the City of Baytown to negotiate, approve, and administer MDD funds through a unified Chapter 380 economic development program. The ILA enables the MDD's sales and use tax revenue to be incorporated into Chapter 380 Economic Development Agreements managed by the City.

Fiscal Impact

Fiscal Year:

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

Fiscal Impact (Additional Information):

No fiscal impact associated with this item.

Attachments

Resolution - Interlocal w/COB for 380 program

Interlocal Agreement

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BAYTOWN MUNICIPAL DEVELOPMENT DISTRICT AUTHORIZING THE PRESIDENT TO EXECUTE AN INTERLOCAL AGREEMENT TO FUND AGREEMENTS, REBATES, REIMBURSEMENTS, OR OTHER INCENTIVES NEGOTIATED, APPROVED, AND/OR EXECUTED BY THE CITY OF BAYTOWN, TEXAS THROUGH A UNIFIED CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BAYTOWN MUNICIPAL DEVELOPMENT DISTRICT:

Section 1: That the Board of Directors of the Baytown Municipal Development District hereby authorizes the President to execute an Interlocal Agreement to fund agreements, rebates, reimbursements, or other incentives negotiated, approved, and/or executed by the City of Baytown, Texas through a unified Chapter 380 economic development program. A copy of said agreement is attached hereto as Exhibit "A," and incorporated herein for all intents and purposes.

Section 2: That the Board of Directors of the Baytown Municipal Development District hereby finds that the expenditures authorized by Exhibit "A" are for improvements which satisfy the purposes for which funds may be expended pursuant to Chapters 377 and 380 of the Texas Local Government Code and/or Section 3888.102 of the Special District Local Laws Code. All required findings pursuant thereto are hereby declared to have been made and adopted as findings of the Board of Directors.

Section 3: This resolution shall take effect immediately from and after its passage by the Board of Directors of the Baytown Municipal Development District.

INTRODUCED, READ and PASSED by the affirmative vote of the Board of Directors of the Baytown Municipal Development District, this the 14th day of May, 2026.

_____
CHARLES JOHNSON, President

ATTEST:

_____
ANGELA JACKSON, Assistant Secretary

APPROVED AS TO FORM:

_____
SCOTT LEMOND, General Counsel

CITY COUNCIL MEETING 2. c.

Meeting Date: 05/14/2026
Subject: Receive the Hyatt Regency - Baytown Quarterly update
Prepared by: Gabriella Gonzales, City Clerk's Office
Department: City Clerk's Office

Information

ITEM

Receive the Baytown Hyatt Regency Quarterly update.

PREFACE

This allows Council to receive the Baytown Hyatt Regency Quarterly update.

CITY COUNCIL MEETING 3. a.

Meeting Date: 05/14/2026
Subject: Minutes of the City Council Work Session held on March 23, 2026 and April 09, 2026
Prepared for: Angela Jackson, City Clerk's Office
Prepared by: Ineka Salas, City Clerk's Office
Department: City Clerk's Office

Information

ITEM

Consider approving minutes of the City Council Work Sessions held on March 23, 2026, and April 9, 2026.

PREFACE

Consider approving minutes of the City Council Work Session held on March 23, 2026, and April 9, 2026.

Attachments

Exhibit A
Exhibit B

DRAFT

MINUTES OF THE WORK SESSION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN

March 23, 2026

The City Council of the City of Baytown, Texas, met in a Work Session on Monday, March 23, 2026, at 5:30 P.M. in the Council Chamber of Baytown City Hall, 2401 Market Street, Baytown, Texas, with the following in attendance:

Laura Alvarado	Mayor Pro Tem
Sarah Graham	Council Member
Kenrick Griffith	Council Member
James Franco	Council Member
Jacob Powell	Council Member
Mike Lester	Council Member
Charles Johnson	Mayor
Jason Reynolds	City Manager
Scott Lemond	City Attorney
Angela Jackson	City Clerk
John Stringer	Sergeant at Arms

Mayor Charles Johnson convened the March 23, 2026 City Council Work Session with a quorum present at 5:34 P.M. All members were present.

1. CITIZEN COMMENTS

Mayor Charles Johnson announced citizens signed up to speak.

Joseph Fallin, 170 N. Burnett Dr., expressed his concerns regarding an ordinance for firearms discussed at a Parks and Recreation Advisory Board meeting.

A motion was made by Council Member Kenrick Griffith and seconded by Mayor Pro Tem Laura Alvarado to extend Mr. Fallin's time by two minutes. The vote was as follows:

> Ayes: Mayor Charles Johnson, Mayor Pro Tem Laura Alvarado, Council Member Sarah Graham, Council Member Kenrick Griffith, Council Member James Franco, Council Member Jacob Powell and Council Member Mike Lester
>
> Nays:
>
> Approved

2. DISCUSSIONS

a. Receive a safety plan for large events at Bicentennial Park.

Mayor Charles Johnson announced citizens signed up to speak.

Director of Parks Recreation and Tourism Clifford Hatch shared with the Mayor and Council Members an overview regarding the Safety Plan Measures. (Exhibit A)

City Attorney Scott Lemond informed the Mayor and City Council any discussions regarding the implementation of security personnel be taken in an executive session.

June Stansky, 4601 Driftwood Dr., expressed her concerns and recommendations regarding the discussion of barriers around events.

At 5:45 P.M., Mayor Charles Johnson recessed and convened in to an Executive Session pursuant to Section 551.071 thru 551.090 of the Texas Government Code to to discuss matters listed on the agenda.

At 6:40 P.M., Mayor Charles Johnson reconvened the meeting and announced that, in accordance with Section 551.102 of the Texas Government Code, no action was taken in the Executive Session.

Mr. Hatch expressed appreciation for the input received by the Mayor and Council Members. Parks Recreation and Tourism will continue to revise the safety plan with the Baytown Police Department.

3. ADJOURN

With there being no further business to discuss, Mayor Charles Johnson adjourned the March 23 2026, City Council Work Session at 6:41 P.M.

_____
Angela Jackson, City Clerk
City of Baytown

DRAFT

MINUTES OF THE WORK SESSION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN

April 09, 2026

The City Council of the City of Baytown, Texas, met in a Work Session on Thursday, April 09, 2026, at 5:30 P.M. in the Council Chamber of Baytown City Hall, 2401 Market Street, Baytown, Texas, with the following in attendance:

Laura Alvarado	Mayor Pro Tem
Kenrick Griffith	Council Member
James Franco	Council Member
Mike Lester	Council Member
Charles Johnson	Mayor
Jason Reynolds	City Manager
Kristin Holmes	Assistant City Attorney
Angela Jackson	City Clerk
John Stringer	Sergeant at Arms

Mayor Charles Johnson convened the April 09, 2026 City Council Work Session with a quorum present at 5:39 P.M. All members were present with the exception of Council Member Sarah Graham and Council Member Jacob Powell who were absent.

1. CITIZEN COMMENTS

Mayor Charles Johnson announced no citizens signed up to speak.

2. DISCUSSIONS

a. Discuss proposed changes to Chapter 42 - Health and Sanitation.

Interim Director Health Shawn Cochran provided an overview regarding phase one of two pertaining to Chapter 42 Health and Sanitation, and introduced the Assistant Director Health Timothy Ryan.

Mr. Ryan provided a presentation for proposed ordinance amendments to the health and sanitation chapter. (Exhibit A)

Mayor Charles Johnson requested further clarification for the proposed amendments.

Council Members expressed their concerns and recommendations regarding the associated cost and impact to the City's budget.

City Manager Jason Reynolds clarified with the City Council, that a majority expressed consensus to raise fees associated with health permit fees.

b. Receive the Envisio Quarterly Report.

Assistant to the City Manager Sabrina Martin provided the quarterly Envisio report covering the City of Baytown and recommendations for any improvements. (Exhibit B)

City Manager Jason Reynolds expanded on the data used to create the Envisio reports.

3. ADJOURN

With there being no further business to discuss, Mayor Charles Johnson adjourned the April 09, 2026, City Council Work Session at 6:21 P.M.

_____
Angela Jackson, City Clerk
City of Baytown

CITY COUNCIL MEETING 3. b.

Meeting Date: 05/14/2026
Subject: Minutes of the City Council Meetings held on March 23, 2026 and April 09, 2026.
Prepared for: Angela Jackson, City Clerk's Office
Prepared by: Ineka Salas, City Clerk's Office
Department: City Clerk's Office

Information

ITEM

Consider approving minutes of the City Council Meetings held on March 23, 2026, and April 9, 2026.

PREFACE

Consider approving minutes of the City Council Meetings held on March 23, 2026, and April 9, 2026.

Attachments

Exhibit A
Exhibit B

DRAFT

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF BAYTOWN

March 23, 2026

The City Council of the City of Baytown, Texas, met in a Regular Meeting on Monday, March 23, 2026 at 6:30 P.M. in the Council Chamber of the Baytown City Hall at 2401 Market Street, Baytown, Texas, with the following in attendance:

Laura Alvarado	Mayor Pro Tem
Sarah Graham	Council Member
Kenrick Griffith	Council Member
James Franco	Council Member
Jacob Powell	Council Member
Mike Lester	Council Member
Charles Johnson	Mayor
Jason Reynolds	City Manager
Scott Lemond	City Attorney
Miriam Hernandez	Acting City Clerk
John Stringer	Sergeant at Arms

Mayor Charles Johnson convened the March 23, 2026 Regular City Council Meeting with a quorum present at 6:59 P.M. All members were present.

The Pledge of Allegiance, Texas Pledge, and Invocation were led by Council Member Jacob Powell.

1. CITIZEN COMMENTS

Mayor Charles Johnson announced citizens signed up to speak.

Brandon Terry, 8011 Sugar Cane Dr., shared concerns regarding the policies and procedures of the towing contract with the City of Baytown and its impact on those businesses.

David Issac, 2812 Landmark Dr., expressed his opinions regarding the individuals representating the City of Baytown and emphasized the need to hold those individuals accountable.

2. MINUTES

a. Consider approving the City Council minutes of the Municipal Development District and City Council Joint Meeting held on February 26, 2026.

A motion was made by Council Member Sarah Graham and seconded by Council Member Kenrick Griffith to approve the minutes for February 26, 2026, as submitted. The vote was as follows:

Ayes: Mayor Charles Johnson, Mayor Pro Tem Laura Alvarado, Council Member Sarah Graham, Council Member Kenrick Griffith, Council Member James Franco, Council Member Jacob Powell and Council Member Mike Lester

Nays: None

Approved

3. RECOGNITIONS AND CITIZEN COMMUNICATIONS

a. Recognize City of Baytown Employees for their Years of Service.

Director of Human Resources, Joey Lopez presented the item and provided a video presentation for the employee that received the 25 Years of Service award for the month of March.

25 YEAR

Levi Masterson, ITS, Server System Manager

b. Present a proclamation recognizing Sisters Savoring the Spectrum.

Mayor Charles Johnson read the proclamation recognizing Sisters Savoring the Spectrum in Baytown.

Brittany Doyle a member of Sisters Savoring Spectrum provided an overview of their program and expressed her appreciation to all those that help to support the cause.

4. PUBLIC HEARINGS

a. Conduct a public hearing to amend Section 2.25 (g) of the Unified Land Development Code to incorporate language from Ordinance No. 15,756 reaffirming that Planned Unit Developments ("PUDs") shall not automatically expire, but shall remain in effect until the PUD is amended or the property in question is reclassified to another zoning district.

At 7:17 P.M., Mayor Charles Johnson opened the public hearing considering amending Section 2.25 (g) of the Unified Land Development Code.

Director of Planning and Development Services Martin Scribner summarized the subject matter of the hearing. (Exhibit A)

At 7:19 P.M., Mayor Charles Johnson closed the public hearing considering amending Section 2.25 (g) of the Unified Land Development Code.

b. Consider an ordinance to add Section 2.25 (g) to the Unified Land Development Code to incorporate language from Ordinance No. 15,756, reaffirming that Planned Unit

Developments ("PUDs") shall not automatically expire, but shall remain in effect until the PUD is amended or the property in question is reclassified to another zoning district.

A motion was made by Mayor Pro Tem Laura Alvarado and seconded by Council Member Kenrick Griffith to approve Ordinance No. 16,429, as submitted. The vote was as follows:

> Ayes: Mayor Charles Johnson, Mayor Pro Tem Laura Alvarado, Council Member Sarah Graham, Council Member Kenrick Griffith, Council Member James Franco, Council Member Jacob Powell and Council Member Mike Lester
>
> Nays: None
>
> Approved
>
> ORDINANCE NO. 16,429
>
> AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, CHAPTER 111 "UNIFIED LAND DEVELOPMENT CODE," ARTICLE 2 "ZONING DISTRICTS AND DIMENSIONAL STANDARDS, "DIVISION 2.2 "ZONING DISTRICTS AND DIMENSIONAL STANDARDS," SECTION 2.25 "PLANNED UNIT DEVELOPMENT," TO ADD SUBSECTION G, "EXPIRATION OF PLAN DETAIL;" PROVIDING A REPAEALING CLAUSE; CONTAINING A SAVINGS CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

c. Conduct a public hearing for a proposed text amendment to Chapter 111, Unified Land Development Code (ULDC) of the Baytown Code of Ordinances to revise Divisions 2.32, 2.33, 2.35, 2.36, and 10.2 of the ULDC, regarding shipping containers, and the definition of container or shipping container as it applies to the 2025 code.

Director of Planning and Development Services Martin Scribner informed the City Council that Assistant Director of Planning and Development Services Calvin Abram will take this item.

At 7:22 P.M., Mayor Charles Johnson opened the public hearing regarding an amendment to Chapter 111.

Assistant Director of Planning and Development Services Calvin Abram summarized the subject matter of the hearing. (Exhibit B)

The Planning and Zoning Commission held the required public hearings with no major concerns nor comments. Mr. Abram relayed the Planning and Zoning Commission and staff recommended approval.

At 7:33 P.M., Mayor Charles Johnson closed the public hearing regarding an amendment to Chapter 111.

5. PROPOSED ORDINANCES

a. Consider a resolution of the City Council of the City of Baytown extending the Civil Service Line of Duty Injury Leave of Absence of Firefighter Vanessa Chavez.

Mayor Charles Johnson announced they would take this item with Item 12.c., in Executive Session.

b. Consider an ordinance authorizing the declaration of surplus property, setting of fair market value, and approving the donation for public use to Goose Creek Consolidated Independent School District (GCCISD) of eleven (11) vehicles.

Chief of Police John Stringer provided details regarding their request to donate vehicles to the Goose Creek Consolidated Independent School District.

Council Members requested clarification regarding the policies and procedures regarding the City inventory and expressed their appreciation to the Baytown Police Department for their efforts to assist the community.

A motion was made by Council Member Sarah Graham and seconded by Mayor Pro Tem Laura Alvarado to approve Ordinance No. 16,430, as submitted. The vote was as follows:

> Ayes: Mayor Charles Johnson, Mayor Pro Tem Laura Alvarado, Council Member Sarah Graham, Council Member Kenrick Griffith, Council Member James Franco, Council Member Jacob Powell and Council Member Mike Lester
>
> Nays: None
>
> Approved
>
> ORDINANCE NO. 16,430
>
> AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, DECLARING ELEVEN (11) POLICE VEHICLES AS SUPRLUS AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AN EQUIPMENT DONATION OF ELEVEN (11) POLICE VEHICLES TO GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT FOR PUBLIC USE; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

6. PROPOSED RESOLUTIONS

a. Consider a resolution authorizing the publication of the Notice of Intent (NOI) to issue Certificates of Obligation; approving the preparation of one or more preliminary official statements; and providing for the effective date thereof.

Director of Finance Teresa McKenzie provided a summarized notice of intent.
A motion was made by Mayor Pro Tem Laura Alvarado and seconded by Council Member Mike Lester to approve Resolution No. 3085, as submitted. The vote was as follows:

> Ayes: Mayor Charles Johnson, Mayor Pro Tem Laura Alvarado, Council Member Sarah Graham, Council Member Kenrick Griffith, Council Member James Franco, Council Member Jacob Powell and Council Member Mike Lester
>
> Nays: None
>
> Approved
>
> RESOLUTION NO. 3085
>
> A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; APPROVING THE PREPARATION OF ONE OR MORE PRELIMINARY OFFICIAL STATEMENTS; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

7. REPORTS

a. Receive the City of Baytown Annual Comprehensive Financial Report for the fiscal year ending September 30, 2025.

Director of Finance Teresa McKenzie provided a summary regarding the Annual Audit, and introduced CPA Manager Steven Smith with Weaver and Tidwell.

Mr. Smith provided a presentation of the financial report for the fiscal year ending September 30, 2025. (Exhibit C)

Council Members sought clarification regarding how the 101 days of reserves will be utilized and that following years presenting the single audit reports and financial report together for consistency. Council Members expressed appreciation for the Finance Department and all their hard work to complete these reports.

City Manager Jason Reynolds thanked all those that have been involved to ensure these reports would be complete.

Mayor Charles Johnson acknowledged the report was received.

8. CONSENT

A motion was made by Council Member Kenrick Griffith and seconded by Council Member Jacob Powell to approve Item 8.a., through Item 8.i., with the exception of Item 8.d. The vote was as follows:

> Ayes: Mayor Charles Johnson, Mayor Pro Tem Laura Alvarado, Council Member Sarah Graham, Council Member Kenrick Griffith, Council Member James Franco, Council Member Jacob Powell and Council Member Mike Lester
>
> Nays: None
>
> Approved

a. Consider a resolution authorizing a renewal of a Memorandum of Understanding between the City of Baytown and the City of La Porte by dedicating personnel from each agency to a combined Special Weapons and Tactics (SWAT) Team for response to high-risk calls.

ORDINANCE NO. 16,431

> AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AN INTERLOCAL AGREEMENT FOR MUTUAL AID LAW ENFORCEMENT SERVICES BY AND BETWEEN THE CITY OF BAYTOWN, TEXAS AND THE CITY OF LA PORTE, TEXAS FOR JOINT LAW ENFORCEMENT SERVICES; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

b. Consider an ordinance authorizing an Industrial District Agreement between the City of Baytown and West Texas Drum Company, Ltd.

ORDINANCE NO. 16,432

> AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AND THE CITY CLERK TO ATTEST TO AN INDUSTRIAL DISTRICT AGREEMENT WITH WEST TEXAS DRUM COMPANY, LTD.; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

c. Consider an ordinance authorizing Amendment No. 2 for the Progressive Design-Build Agreement with Baytown Waterworks Partners, a McCarthy and Carollo Joint-Venture, for the Baytown Area Water Authority East Surface Water Plant Phase 2 Expansion Project.

ORDINANCE NO. 16,433

> AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AMENDMENT NO. 2 TO THE PRO-

GRESSIVE DESIGN BUILD AGREEMENT WITH BAYTOWN WATERWORKS PARTNERS, A MCCARTHY BUILDING COMPANIES, INC., AND CAROLLO ENGINEERS, INC., JOINTVENTURE, FOR THE BAYTOWN AREA WATER AUTHORITY EAST SURFACE WATER TREATMENT PLANT PHASE 2 EXPANSION; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

d. Consider an ordinance authorizing the Baytown Household Hazardous Waste Collection Day that is tentatively scheduled for Saturday, April 18, 2026, at the City of Baytown Storage Facility, located at 1200 Lee Drive, Baytown, Texas, from 9:00 A.M. to 2:00 P.M.

Council Member Mike Lester shared with the City Council the importance of this event provided to the residents.

Engineer of Planning and Development Juan Macias provided details of the event being held.

A motion was made by Council Member Mike Lester and seconded by Mayor Pro Tem Laura Alvarado to approve Item 8.d., as submitted. The vote was as follows:

Ayes: Mayor Charles Johnson, Mayor Pro Tem Laura Alvarado, Council Member Sarah Graham, Council Member Kenrick Griffith, Council Member James Franco, Council Member Jacob Powell and Council Member Mike Lester

Nays: None

Approved

ORDINANCE NO. 16,439

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPROVING THE BAYTOWN HOUSEHOLD HAZARDOUS WASTE COLLECTION DAY TENTATIVELY SCHEDULED FOR SATURDAY, APRIL 18, 2026 AT THE CITY OF BAYTOWN STORAGE FACILITY LOCATED AT 1200 LEE DRIVE BAYTOWN, TEXAS FROM 9:00 A.M. TO 2:00 P.M.; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

e. Consider an ordinance authorizing the award of the Annual Printing and Distribution Services Contract for the Baytown Voice Magazine to Publication Printers Corp.

ORDINANCE NO. 16,434

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, ACCEPTING THE BID OF PUBLICATION PRINTERS

COROPORATION FOR ANNUAL PRINTING AND DISTRIBUTION SERVICES FOR THE BAYTOWN VOICE MAGAZINE; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN THE AMOUNT OF ONE HUNDRED SEVEN THOUSAND SIX HUNDRED TWENTY-FOUR AND 66/100 DOLLARS ($107,624.66); AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

f. Consider an ordinance authorizing the award of the As Needed Lawn Maintenance and Landscaping Contract to Harvest Partners, d/b/a Yellowstone Landscape.

ORDINANCE NO. 16,435

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, ACCEPTING THE BID OF YELLOWSTONE LANDSCAPE, INC FOR THE ANNUAL LAWN MAINTENANCE AND LANDSCAPING CONTRACT; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN THE AMOUNT OF SEVEN HUNDRED NINETY-TWO THOUSAND FORTY-SIX AND NO/100 DOLLARS ($792,046.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

g. Consider an ordinance authorizing the annual renewal of the Maintenance, Repair and Operational (MRO) Supplies contract to Lowe's Home Centers, LLC.

ORDINANCE NO. 16,436

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AWARDING THE MAINTENANCE, REPAIR, AND OPERATIONAL (MRO) SUPPLIES CONTRACT TO LOWES HOME CENTERS, LLC, THROUGH THE OMNIA PARTNERS COOPERATIVE PURCHASING AGREEMENT WITH REGION 4 EDUCATION SERVICE CENTER (ESC) CONTRACT #R240805; AND AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED SIX HUNDRED FOURTEEN THOUSAND FIVE HUNDRED FORTY-THREE AND 00/100 DOLLARS ($614,543.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

h. Consider an ordinance renewing the Annual Large Meter Testing and Repair of Neptune Water Meters Contract with Southern Flowmeter, Inc.

ORDINANCE NO. 16,437

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPROVING THE RENEWAL OF THE CONTRACT WITH SOUTHERN FLOWMETER, INC., FOR THE ANNUAL LARGE METER TESTING AND REPAIR OF NEPTUNE WATER METERS

AND AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED TWO HUNDRED SIXTY-FIVE THOUSAND AND NO/100 DOLLARS ($265,000.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

i. Consider an ordinance authorizing the Combined Subdivision Participation and Release Form for six (6) defendants who are distributors/dispensers of generic opioids: Associated Pharmacies, Inc, JM Smith Corporation, Louisiana Wholesale Drug Company, Inc, Morris and Dickson Co., North Carolina Mutual Wholesale Drug Company, Inc., and United Natural Foods, Inc.

ORDINANCE NO. 16,438

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING SUBDIVISION SETTLEMENT PARTICIPATION FORMS FOR OPIOID SETTLEMENTS WITH ASSOCIATED PHARMACIES, INC, JM SMITH CORPORATION, LOUISIANA WHOLESALE DRUG COMPANY, INC, MORRIS AND DICKSON CO., NORTH CAROLINA MUTUAL WHOLESALE DRUG COMPANY, INC., AND UNITED NATURAL FOODS, INC.; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

9. APPOINTMENTS

a. Consider a resolution authorizing three (3) appointments to the Baytown Housing Authority.

Mayor Charles Johnson informed the Council Member all three individuals listed below requested reappointment, and nominated them for reappointment.

Name	District/Position	Current Term
Grace Coronado	Mayor - Citizen	4/1/2024 – 3/31/2026
Tammy Guidry	Mayor - Citizen	4/1/2024 – 3/31/2026
Steven Richard	Mayor - Citizen	4/1/2024 – 3/31/2026

A motion was made by Mayor Pro Tem Laura Alvarado and seconded by Council Member Sarah Graham to approve Resolution No. 3086, specifying the Baytown Housing Authority appointees listed above. The vote was as follows:

Ayes: Mayor Charles Johnson, Mayor Pro Tem Laura Alvarado, Council Member Sarah Graham, Council Member Kenrick Griffith, Council Member James Franco, Council Member Jacob Powell and Council Member Mike Lester

Nays: None

Approved

RESOLUTION NO. 3086

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPOINTING GRACE CORONADO, TAMMY GUIDRY, AND STEVEN RICHARD TO THE BAYTOWN HOUSING AUTHORITY; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

10. MANAGER'S REPORT

City Manager Jason Reynolds presented the Manager's Report:

- Human Resources, Police, Fire, Public Development Services, and Public Works and Engineering (PWE) teams participated in Lee High School's Career Day, leading interactive sessions and engaging at the career fair to showcase City of Baytown opportunities and inspire future public servants. Thank you to everyone who represented the City!
- Jonathon Traigle and Faisal Saeed from PWE recently earned their SB102 Certifications. Congratulations to both of you – keep up the great work!
- A big shout-out to the PWE Streets Division for being recognized by Hire Gulf Coast Youth in appreciation of their participation and outstanding contributions at their recent career fair. Thank you for continuing to build strong community connections and for representing us so well!
- For more information on any ongoing events will have details posted for the citizens.

11. COUNCIL MEMBER DISTRICT REPORT

a. Receive a report from Council Member Jacob Powell regarding projects, programs and events in District No. 5.

Council Member Jacob Powell reported the current projects, programs and events of District 5:

- District 5 continues to see new business development, with the following locations in progress:
  - Jindal Pipe Inc. USA (1411 S FM 565 Unit A)
  - Panda Express (8451 N SH 146)
  - Swift Sjolander (8000 E IH 10)
  - Chambers Commons – Credit Union Remodel (8535 N SH 146 Suite 140)
  - Plaza Shops at Baytown – Shell Only Retail Center Buildings (3318 North Main St)
- Public Works and Engineering (PWE)

  - Street maintenance progress continues on Tompkins Rd. panel replacement project.
  - Chambers Commons Lift Station Project construction has been completed; crews are addressing remaining punch list items.
- Parks Recreation and Tourism
  - Jenkins Park Updates
    - Collegiate summer baseball is coming to Jenkins Park as Baytown debuts the Baytown Bulkheads in the new Cowboy Collegiate League. This multi-year partnership brings high-level competition and family-friendly entertainment, with the Bulkheads facing teams from cities like Pearland, Tyler, Wichita Falls, and Denton. Season details and ticket information will be announced soon.
    - Parks and ITS are upgrading Jenkins Park Baseball fields with high-speed fiber and enhanced Wi-Fi coverage, improving connectivity for players, visitors, and live streaming. The project is in early planning and site evaluation phase, with completion expected later this year.
    - Jenkins Park's Parkrun has been going strong since June 2025, with consistent volunteer support and only two cancellations to date. The free weekly event—open to walkers and runners alike—has welcomed approximately 1,450 runners over 39 events, with its rare "J" designation continuing to attract parkrun tourists. More information can be found at parkrun.us/Jenkins Park.
    - The 2026 Baytown Disc Golf Festival at Jenkins Park Disc Golf Course is scheduled for October and is expected to attract players and fans from across Texas and Louisiana for an exciting, professionally organized event featuring major cash prizes sponsored by Lyte Fiber.
    - The new signage for Neighborhood and Pocket Parks is nearly complete! This project follows the 2020 Parks Master Plan and the standards set in Jenkins Park's Perfect Trail Project to make our parks easier to navigate and enjoy.
    - The beloved alligator slide is back at Jenkins Park splash pad! After a seasonal refurbishment, it's freshly painted and ready for fun.

Mayor Charles Johnson announced a citizen signed up to speak.

David Issac, 2812 Landmark Dr., shared his opinions and recommendations regarding developments in District 5, and affected child care businesses of Baytown. Mr. Issac expressed the importance of communication for the residents of Baytown.

Council Member Kenrick Griffith took a point of privilege to share the upcoming event "Party at the Peninsula" and encourages residents to attend.

12. EXECUTIVE SESSION

At 8:12 P.M., Mayor Charles Johnson recessed and convened in to an Executive Session pursuant to Section 551.071 of the Texas Government Code to seek the advice of the City's Attorney(s)

regarding pending and/or contemplated litigation. 551.087 to deliberate the purchase, exchange, lease, or value of real property. 551.074 of the Texas Government Code to discuss personnel matters concerning an extension of line of duty illness under Texas Local Government Code 143.073 for Firefighter Vanessa Chavez. Recess into and conduct an executive session pursuant to Section 551.087 of the Texas Government Code to discuss economic development negotiations.

a. Recess into and conduct an executive session pursuant to Section 551.072 to deliberate the purchase, exchange, lease, or value of real property.

b. Recess into and conduct an executive session pursuant to Section 551.072 to deliberate the purchase, exchange, lease, or value of real property.

c. Recess into and conduct an executive session pursuant to Section 551.074 of the Texas Government Code to discuss personnel matters concerning an extension of line of duty illness under Texas Local Government Code 143.073 for Firefighter Vanessa Chavez.

d. Recess into and conduct an executive session pursuant to Section 551.087 of the Texas Government Code to discuss economic development negotiations.

At 9:58 P.M., Mayor Charles Johnson reconvened the meeting and announced that, in accordance with Section 551.102 of the Texas Government Code, no action was taken in the Executive Session and Item 5.a.

11. ADJOURN

With there being no further business to discuss, Mayor Charles Johnson adjourned the March 23, 2026 Regular City Council Meeting at 8:12 P.M.

_____
Angela Jackson, City Clerk
City of Baytown

DRAFT

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF BAYTOWN

April 09, 2026

The City Council of the City of Baytown, Texas, met in a Regular Meeting on Thursday, April 09, 2026 at 6:30 P.M. in the Council Chamber of the Baytown City Hall at 2401 Market Street, Baytown, Texas, with the following in attendance:

Laura Alvarado	Mayor Pro Tem
Kenrick Griffith	Council Member
James Franco	Council Member
Mike Lester	Council Member
Charles Johnson	Mayor
Jason Reynolds	City Manager
Scott Lemond	City Attorney
Angela Jackson	City Clerk
John Stringer	Sergeant at Arms

Mayor Charles Johnson convened the April 09, 2026 Regular City Council Meeting with a quorum present at 6:42 P.M. All members were present with the exception of Council Member Sarah Graham and Council Member Jacob Powell who were absent.

The Pledge of Allegiance, Texas Pledge, and Invocation were led by Council Member Mike Lester.

1. CITIZEN COMMENTS

Mayor Charles Johnson announced citizens signed up to speak.

Desiree Klaus, 9026 Blue Star Ln., shared her concerns of an overgrown retention pond off Garth Rd.

2. MINUTES

a. Consider approving the minutes of the Municipal Development District and City Council Regular Joint Meeting held on March 12, 2026.

A motion was made by Council Member Kenrick Griffith and seconded by Mayor Pro Tem Laura Alvarado to approve the minutes for March 12, 2026, as submitted. The vote was as follows:

> Ayes: Mayor Charles Johnson, Mayor Pro Tem Laura Alvarado, Council Member Kenrick Griffith, Council Member James Franco, and Council Member Mike Lester

Nays: None

Other: Council Member Sarah Graham and Council Member Jacob Powell (Absent)

Approved

3. PRESENTATIONS

a. Present the Juneteenth and 4th of July Celebration schedules and entertainment lineup for 2026.

Director of Parks Recreation and Tourism Clifford Hatch presented the lineup and events to be held at the Juneteenth and Fourth of July celebrations. (Exhibit A)

4. PUBLIC HEARINGS

a. Conduct a public hearing to amend the official zoning map to rezone approximately 20.36 acres located at 1301 East Interstate Highway (IH) 10, from Freeway Commercial (FC) to a Planned Unit Development (PUD) Zoning District.

Mayor Charles Johnson informed the City Council the applicant has requested to push this item.

5. PROPOSED ORDINANCES

a. Consider an ordinance to amend the official zoning map to rezone approximately 20.36 acres located at 1301 East Interstate Highway (IH) 10, from Freeway Commercial (FC) to a Planned Unit Development (PUD) Zoning District.

Mayor Charles Johnson informed the City Council the applicant has requested to push this item.

b. Consider an ordinance adopting the proposed text amendment to Chapter 111, Unified Land Development Code (ULDC) of the Baytown Code of Ordinances to revise Divisions 2.32, 2.33, 2.35, 2.36, and 10.2 of the ULDC, regarding shipping containers, and the definition of container or shipping container as it applies to the 2025 code.

Assistant Director of Planning and Development Services Calvin Abram provided an overview of the request to amend Chapter 111, with the approval from Planning and Zoning Commission.

City Attorney Scott Lemond provided a hand out to the City Council Members regarding requested amendments. (Exhibit B)

Council Members shared their recommendations regarding an exception to address residential use.

City Manager Jason Reynolds provided suggestions for amendments accommodating the City Council Members request.

Mr. Abram clarified that the amendment was to permit an eight foot by forty-foot shipping container will be allowed and will not require a permit in residential areas, abiding by set guidelines.

A motion was made by Council Member Mike Lester and seconded by Mayor Pro Tem Laura Alvarado to approve Ordinance No. 16,440, with requested amendment. The vote was as follows:

Ayes: Mayor Charles Johnson, Mayor Pro Tem Laura Alvarado, Council Member Kenrick Griffith, Council Member James Franco, and Council Member Mike Lester

Nays: None

Other: Council Member Sarah Graham and Council Member Jacob Powell (Absent)

Approved

ORDINANCE NO. 16,440

AN ORDINANCE OF THE CITY OF BAYTOWN, TEXAS, AMENDING THE CODE OF ORDINANCES, BAYTOWN, TEXAS, CHAPTER 111, " UNIFIED LAND DEVELOPMENT CODE," ARTICLE 2, " ZONING DISTRICTS AND DIMENSIONAL STANDARDS," DIVISION 2.3, " USE STANDARDS," SECTION 2. 32" USE CATEGORIES," SUBSECTION 2.32- 1 " GENERAL," TO ADD PARAGRAPH G, " SHIPPING CONTAINERS;" DIVISION 2. 3, " USE STANDARDS," SECTION 2.32 USE CATEGORIES," SUBSECTION 2.32-3 " RESIDENTIAL USE CATEGORIES," TO REVISE TABLES 2.32-3-1, " HOUSEHOLD LIVING USE CATEGORY" AND TABLE 2.32-3-2, " GROUP LIVING USE CATEGORY," TO ALLOW SHIPPING CONTAINERS AS AN ACCESSORY USE; DIVISION 2.3, " USE STANDARDS," SECTION 2.32, " USE CATEGORIES," SUBSECTION 2.32-4, PUBLIC AND CIVIC USE CATEGORIES," TABLE 2.32-4-4, " GOVERNMENT FACILITIES USE CATEGORY," TO ALLOW CONTAINERS AS AN ACCESSORY USE; DIVISION 2. 3, " USE STANDARDS," SECTION 2. 32 " USE CATEGORIES," SUBSECTION 2.32-5, " COMMERCIAL USE CATEGORIES," TABLE 2. 32- 5- 1, " OFFICE USE CATEGORY" TO ALLOW SHIPPING CONTAINERS AS PRIMARY AND ACCESSORY USES, TABLE 2.32- 5-2, " OVERNIGHT ACCOMODATTIONS USE CATEGORY" TO ALLOW SHIPPING CONTAINERS AS PRIMARY AND ACCESSORY USES, TABLE 2.32-5-5," OUTDOOR ENTERTAINMENT USE CATEGORY" TO ALLOW SHIPPING CONTAINERS AS AN ACCESSORY USE, TABLE 2.32-5-6, " RESTAURANT USE CATEGORY" TO ALLOW SHIPPING CONTAINERS AS PRIMARY AND ACCESSORY USES; DIVISION 2.3, " USE STANDARDS," SECTION

2.32, " USE CATEGORIES," SUBSECTION 2.32-6, INDUSTRIAL USE CATEGORIES" TO ADD SUBSECTION/ PARAGRAPHS A AND B ALLOWING SHIPPING CONTAINERS AS A TEMPORARY USE; DIVISION 2. 3," USE STANDARDS," SECTION 2.32, " USE CATEGORIES," SUBSECTION 2.32-6-1, " HEAVY INDUSTRIAL USE CATEGORY," TO ALLOW SHIPPING CONTAINERS AS AN ACCESSORY USE; DIVISION 2.3," USE STANDARDS," SECTION 2.32, " USE CATEGORIES," SUBSECTION 2.32-6-2, " LIGHT INDUSTRIAL USE CATEGORY," TO ALLOW SHIPPING CONTAINERS AS AN ACCESSORY USE; DIVISION 2.3, USE STANDARDS," SECTION 2.32, " USE CATEGORIES," SUBSECTION 2.32-6-3, " RESOURCE EXTRACTION USE CATEGORY," TO ALLOW SHIPPING CONTAINERS AS AN ACCESSORY USE; DIVISION 2.3, " USE STANDARDS," SECTION 2.33, " USE- SPECIFIC STANDARDS," SUBSECTION 2.33-6," INDUSTRIAL USES," TO ADD PARAGRAPH E," SHIPPING CONTAINERS" AND RE- ALPHABETIZE THE" GENERAL CRITERIA" AND " CONSTRUCTION, STORAGE, AND REFUSE COLLECTION USES" PARAGRAPHS; DIVISION 2.3, " USE STANDARDS," SECTION 2.35, " ACCESSORY USE AND STRUCTURE STANDARDS," PARAGRAPH E, " RESIDENTIAL ACCESSORY STRUCTURE OR USE," TO ADD SUBPARAGRAPH 5, " SHIPPING CONTAINERS" AND RENUMBER REMAINING SUBPARAGRAPHS; DIVISION 2.3, " USE STANDARDS," SECTION 2.36, " TEMPORARY USE STANDARDS," PARAGRAPH E, " GENERAL CRITERIA," TO ADD SUBPARAGRAPH 4, " SHIPPING CONTAINERS," TO ALLOW SHIPPING CONTAINERS TO BE USED AS AN ACCESSORY STRUCTURE, AND RENUMBER REMAINING SUBPARAGRAPHS; AND ARTICLE 10, " WORD USAGE," DIVISION 10.2, " DEFINITIONS," PARAGRAPH" C," TO AMEND THE DEFINITION OF CONTAINER; PROVIDING A REPEALING CLAUSE; CONTAINING A SAVINGS CLAUSE; AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE THEREOF.

6. PROPOSED RESOLUTIONS

a. Consider a resolution of the City Council of the City of Baytown extending the Civil Service Line of Duty Injury Leave of Absence of a Firefighter.

Mayor Charles Johnson stated Item 6.a., will be taken out of order and discussed in executive session.

City Attorney Scott Lemond provided legal guidance to amend and extend the resolutions.

A motion was made by Mayor Charles Johnson and seconded by Council Member Kenrick Griffith to approve Resolution No. 3088, and No. 3089, amending Resolution No. 3064 and extending leave by forty-five (45) days. The vote was as follows:

Ayes: Mayor Charles Johnson, Mayor Pro Tem Laura Alvarado, Council Member Kenrick Griffith, Council Member James Franco, and Council Member Mike Lester

Nays: None

Other: Council Member Sarah Graham and Council Member Jacob Powell (Absent)

Approved

RESOLUTION NO. 3088

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AMENDING RESOLUTION NO. 3064 TO EXTEND THE CIVIL SERVICE LINE OF DUTY INJURY LEAVE OF ABSENCE OF BAYTOWN FIREFIGHTER JUSTIN KENNEDY FOR FORTY-FIVE (45) DAYS AFTER HIS LINE OF DUTY INJURY LEAVE OF ABSENCE IS EXHAUSTED, AT FULL PAY, AS PROVIDED BY CHAPTER 143 OF THE TEXAS LOCAL GOVERNMENT CODE; AND PROVIDING AN EFFECTIVE DATE.

RESOLUTION NO. 3089

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, EXTENDING THE CIVIL SERVICE LINE OF DUTY INJURY LEAVE OF ABSENCE OF BAYTOWN FIREFIGHTER VANESSA CHAVEZ FOR FORTY-FIVE (45) DAYS AFTER HER LINE OF DUTY INJURY LEAVE OF ABSENCE IS EXHAUSTED AS PROVIDED BY CIVIL SERVICE CHAPTER 143 OF THE TEXAS LOCAL GOVERNMENT CODE AT FULL PAY; AND PROVIDING AN EFFECTIVE DATE.

7. CONSENT

A motion was made by Council Member Kenrick Griffith and seconded by Council Member Jacob Powell to approve Items 7.a., through Item 7.i., with the exception of Item 7.e., and 7.h The vote was as follows:

Ayes: Mayor Charles Johnson, Mayor Pro Tem Laura Alvarado, Council Member Kenrick Griffith, Council Member James Franco, and Council Member Mike Lester

Nays: None

Other: Council Member Sarah Graham and Council Member Jacob Powell (Absent)

Approved

a. Consider a resolution authorizing the City of Baytown to submit a grant application to the U.S. Department of Justice, Bureau of Justice Assistance, for the Fiscal Year 2025 Edward Byrne Memorial Justice Assistance Grant (JAG) Program on behalf of the Police Department.

RESOLUTION NO. 3087

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE CITY MANAGER OF THE CITY OF BAYTOWN TO SUBMIT A GRANT APPLICATION TO THE U.S. DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE, FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT ("JAG") PROGRAM, FY2025 LOCAL SOLICITATION ON BEHALF OF THE BAYTOWN POLICE DEPARTMENT IN AN AMOUNT NOT TO EXCEED TWENTY-SIX THOUSAND NINETY-THREE AND NO/100 DOLLARS ($26,093.00); DESIGNATING AN AUTHORIZED REPRESENTATIVE; ASSURING PROPER USE AND MAINTENANCE OF GRANT FUNDS; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

b. Consider an ordinance ratifying an electricity supply agreement between the Baytown Area Water Authority and Constellation New Energy Inc., pending ratification by the Baytown Area Water Authority Board of Directors.

ORDINANCE NO. 16,441

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING APPROVAL OF A MASTER RETAIL ELECTRICITY SUPPLY AGREEMENT BETWEEN THE BAYTOWN AREA WATER AUTHORITY AND CONSTELLATION NEW ENERGY, INC.; APPROVING PAYMENT BY THE BAYTOWN AREA WATER AUTHORITY IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SIX THOUSAND AND 00/100 DOLLARS ($106,000.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

c. Consider an ordinance establishing speed zones for Interstate Highway 10 (IH-10) Main Lanes Eastbound and Westbound from Cedar Bayou to State Highway 146 (SH 146).

ORDINANCE NO. 16,442

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AMENDING CHAPTER 94 “TRAFFIC AND VEHICLES,” ARTICLE IV “SPECIFIC STREET REGULATIONS,” SECTION 94-121 “SCHEDULES ENUMERATED,” SCHEDULE V “DESIGNA-

TION -- SPEED LIMIT ZONES" OF THE CODE OF ORDINANCES, CITY OF BAYTOWN, TEXAS, TO ESTABLISH THE MAXIMUM PRIMA FACIE SPEED LIMITS FOR INTERSTATE HIGHWAY 10 (IH-10) MAIN LANES EASTBOUND AND WESTBOUND FROM CEDAR BAYOU TO STATE HIGHWAY 146 (SH-146); AUTHORIZING AND DIRECTING THE PLACEMENT OF SIGNS BY THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT); REPEALING CONFLICTING ORDINANCES; CONTAINING A SAVINGS CLAUSE; PRESCRIBING A MAXIMUM PENALTY OF TWO HUNDRED AND NO/100 DOLLARS ($200.00) FOR EACH VIOLATION THEREOF; AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE THEREOF.

d. Consider an ordinance approving the sole source purchase by the Baytown Area Water Authority of Super Pulsator Clarifier equipment from Veolia WTS Systems USA, Inc., for the Baytown Area Water Authority East Surface Water Treatment Plant Phase 2 Expansion Project, pending approval by the Baytown Area Water Authority Board of Directors.

ORDINANCE NO. 16,443

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPROVING PAYMENT BY THE BAYTOWN AREA WATER AUTHORITY IN AN AMOUNT NOT TO EXCEED TWO MILLION NINETY-TWO THOUSAND SEVEN HUNDRED NINETY-EIGHT AND 00/100 DOLLARS ($2,092,798.00) TO VEOLIA WTS SYSTEMS USA, INC FOR THE SOLE SOURCE PURCHASE OF SUPER PULSATOR CLARIFIER EQUIPMENT FOR THE BAYTOWN AREA WATER AUTHORITY EAST SURFACE WATER TREATMENT PLANT PHASE 2 EXPANSION; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

e. Consider an ordinance authorizing the Amended and Restated Interlocal Agreement with Harris County Flood Control District for the West Baytown Drainage Project.

Assistant Director of Capital Improvements with Public Works and Engineering Rafael Errisuriz provided a summary regarding the amended and restated agreement.

Council Members shared previous incidents bringing concern for the current drainage and importance to address it for the residents.

City Manager Jason Reynolds clarified the amendment, and funding needed to reimburse the funds to Harris County.

A motion was made by Mayor Pro Tem Laura Alvarado and seconded by Council Member Kenrick Griffith to approve Item 7.e., with amendment. The vote was as follows:

Ayes: Mayor Charles Johnson, Mayor Pro Tem Laura Alvarado, Council Member Kenrick Griffith, Council Member James Franco, and Council Member Mike Lester

Nays: None

Other: Council Member Sarah Graham and Council Member Jacob Powell (Absent)

Approved

ORDINANCE NO. 16,447

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AN AMENDED AND RESTATED INTERLOCAL AGREEMENT WITH HARRIS COUNTY FLOOD CONTROL DISTRICT FOR THE WEST BAYTOWN DRAINAGE PROJECT; AUTORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED FOUR MILLION ONE HUNDRED FIFTY-SIX THOUSAND FOUR HUNDRED SEVENTY-FOUR AND NO/100 DOLLARS ($4,156,474.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

f. Consider an ordinance authorizing a professional services agreement for engineering design services with DECON, LLC., for the Renovation/Relocation of the Mosquito Control Building Project.

ORDINANCE NO. 16,444

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH DECON, LLC. FOR ENGINEER DESIGN SERVICES FOR THE RENOVATION/RELOCATION OF THE MOSQUITO CONTROL BUILDING PROJECT; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED EIGHTY-ONE THOUSAND NINE HUNDRED EIGHTY-TWO AND NO/100 DOLLARS ($81,982.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

g. Consider an ordinance granting a pipeline permit to Blanchard Pipeline Company, LLC., for one 12.75-inch Marathon Petroleum Corporation natural gas liquids pipeline.

ORDINANCE NO. 16,445

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, GRANTING A PIPELINE PERMIT TO BLANCHARD PIPELINE COMPANY, LLC TO INSTALL ONE (1) NEW 12.75-INCH MARATHON PETROLEUM CORPORATION ("MPC") NATURAL GAS LIQUIDS PIPELINE, APPROXIMATELY 10.5 MILES IN LENGTH; ESTABLISHING THE AMOUNT OF THE BOND; AUTHORIZING AND DIRECTING THE DIRECTOR OF ENGINEERING TO ISSUE THE PERMIT THEREFOR; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

h. Consider an ordinance authorizing an Interlocal Agreement with Harris County for the Neighborhood Street Reconstruction of Lantern Park, Dolphin Harbor, Canvasback Cay, and South Circle Drive Project.

Assistant Director of Capital Improvements with Public Works and Engineering Rafael Errisuriz provided a summary regarding the street reconstruction and recommended approval.

Council Members expressed appreciation for ensuring this project continued and clarification was provided regarding funding to subsidize.

Mayor Charles Johnson thanked Precinct 2 Commissioner Adrian Garcia for providing this funding to the City of Baytown.

A motion was made by Council Member Kenrick Griffith and seconded by Council Member Mike Lester to approve Ordinance No. 16,488., with amendment. The vote was as follows:

Ayes: Mayor Charles Johnson, Mayor Pro Tem Laura Alvarado, Council Member Kenrick Griffith, Council Member James Franco, and Council Member Mike Lester

Nays: None

Other: Council Member Sarah Graham and Council Member Jacob Powell (Absent)

Approved

ORDINANCE NO. 16,448

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST TO AN INTERLOCAL AGREEMENT WITH HARRIS COUNTY FOR THE NEIGHBORHOOD

STREET RECONSTRUCTION OF LANTERN PARK, DOLPHIN HARBOR, CANVASBACK CAY, AND SOUTH CIRCLE DRIVE PROJECT; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

i. Consider an ordinance authorizing the Combined Subdivision Participation and Release Form for six (6) defendants who are distributors/dispensers of generic opioids: Associated Pharmacies, Inc, JM Smith Corporation, Louisiana Wholesale Drug Company, Inc, Morris and Dickson Co., North Carolina Mutual Wholesale Drug Company, Inc., and United Natural Foods, Inc.

ORDINANCE NO. 16,446

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT OF ONE-HUNDRED, SEVENTEEN-THOUSAND AND NO/100 DOLLARS ($117,000.00) TO CUBIC ITS, INC., FOR THE PURCHASE OF TRAFFIC SIGNAL CABINETS THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUY BOARD); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

Mayor Charles Johnson took a point of privilege to show support and appreciation to the residents attending today's meeting.

8. MANAGER'S REPORT

City Manager Jason Reynolds presented the Manager's Report:

- Parks, Recreation, and Tourism would like to recognize two team members for their commitment to professional development. Kyle Frye and Abel Carmona were recently recertified as Certified Park and Recreation Professionals (CPRP) through the National Recreation and Park Association. This nationally recognized certification demonstrates continued expertise across key areas such as operations, programming, finance, and leadership, and reflects a commitment to staying current in the profession. Congratulations to Kyle and Abel!
- Household Hazardous Waste Collection Day is April 18th from 9 A.M. – 2 P.M. at 1200 Lee Drive. This is your chance to dispose of old paint, gasoline, car batteries, cleaners, fertilizers, and more without leaving your vehicle.
- A special shout out from a rabbit who was left abandoned in a hotel room. Our Animal Control Officers (ACO) responded to the call and the Outcomes Team were able to transfer him to Houston Rabbit Resource. In addition to the rabbit, the Outcomes Team (a duo of Keri Meyer and Amanda Gonzales) also transferred 77 animals in the last month to local rescue groups. Thank you for all the hard work you're doing every day.

This ensures that the animals in our care are achieving the most positive outcomes possible!

- Not to be outdone by the rabbit's shout out, we also received an email from a local teenager named Christopher who has a vision for enhancing youth engagement, health & wellness, community building, and economic potential in Baytown. His email was shared with me, and it's just incredible to see our youth being proactive in setting a vision for the future.
- A reminder for our public meeting next week for the Exxon Mobil Baytown Events Center & Library Renovation Plan. It will be at the community center in the Tejas Room next Thursday April 16th at 6:00 P.M. Please come out and meet the design team, learn more about the project, and share your ideas
- Baytown Fire Department Memorial Ceremony will be held on Monday, April 13th at 4 P.M. at the Firefighter Memorial in Bicentennial Park.

Mr. Reynolds expressed his appreciation to the Public Affairs Department for their efforts with the Washington D.C. event, and sharing the importance of attending these meetings to advocate for the City of Baytown.

Mayor Charles Johnson shared their recent trip to Washington D.C. to address matters and shared he met with the Environmental Protection Agency (EPA) regarding the San Jacinto Waste Pits. Mayor Johnson provided the current events held at the Library.

10. COUNCIL MEMBER DISTRICT REPORT

a. Receive a report from Council Member Mike Lester regarding projects, programs and events in District No. 6.

Council Member Mike Lester reported the current projects, programs and events of District 6:

- Public Works and Engineering (PWE)
  - East District Wastewater Treatment Project Phase 1: Construction continues to advance with strong progress on both exterior and interior components. The parking lot and sidewalk for the new operations building have been completed, marking a key milestone for site access and usability. Interior finishes are moving forward, with drywall sanding underway in preparation for painting.
  - East District Wastewater Treatment Project Phase 2: Work is actively progressing across the Belt Press, Chemical, and Electrical Buildings. Structural advancement continues, highlighted by the completed deck pour for the Belt Press Building, positioning the project for continued vertical construction.
- Planning and Development Services (PDS)
  - 3030 Ferry Rd is under inspection for a new administration building for the City of Baytown east district wastewater treatment plant. This project is halfway complete.
- Parks Recreation and Tourism (PRT)

- PRT continues to see strong usage at District 6's Tabbs Bay Disc Golf Course. So far in 2026, the course has attracted over 100 out-of-town players from across the country, along with approximately 300 local visitors. The course remains well received, maintaining a 4.7 out of 5-star rating, and continues to serve as both a valued community amenity and a growing regional draw.
- Also, at Tabb's Bay, PRT was notified of wild hog activity and was able to contract with Texas Wild Hogg Control to trap and remove the animals on site. Over the past month, the contractor has removed 6 young hogs, 1 female hog, and 2 male hogs. PRT will continue to monitor the area over the coming weeks and will trap as necessary.

10. EXECUTIVE SESSION

Mayor Charles Johnson announced Item 6.a., will be taken during executive session.

At 7:32 P.M., Mayor Charles Johnson recessed and convened in to an Executive Session pursuant to Section 551.074 to discuss personnel matters concerning an extension of line of duty illness under Texas Local Government Code 143.073 for a Firefighter and 551.071 to seek the advice of the City's Attorney and will also take 551.071 to seek the advice of the City's attorneys regarding pending or contemplated litigation / 551.072 to deliberate the purchase, exchange, lease, or value of real property. No action will be taken for 551.087 regarding economic development negotiations.

a. Recess into and conduct an executive session pursuant to Section 551.074 to discuss personnel matters concerning an extension of line of duty illness under Texas Local Government Code 143.073 for a Firefighter and/or Section 551.071 of the Texas Government Code to seek the advice of the City's Attorney(s).

b. Recess into and conduct an executive session pursuant to Texas Government Code Sections 551.071, 551.072 and/or 551.087 to seek the advice of the City's attorneys regarding pending or contemplated litigation; deliberate the purchase, exchange, lease, or value of real property; and/or to deliberate regarding economic development negotiations.

d. Recess into and conduct an executive session pursuant to Section 551.087 of the Texas Government Code to discuss economic development negotiations.

At 8:23 P.M., Mayor Charles Johnson reconvened the meeting and announced that, in accordance with Section 551.102 of the Texas Government Code, no action was taken in the Executive Session and a motion was made for Item 6.a.

10. ADJOURN

With there being no further business to discuss, Mayor Charles Johnson adjourned the April 09, 2026 Regular City Council Meeting at 8:24 P.M.

_____
Angela Jackson, City Clerk
City of Baytown

CITY COUNCIL MEETING 4. a.

Meeting Date: 05/14/2026
Subject: Present a proclamation designating the month of May as Mental Health Awareness Month.
Prepared by: Valerie Torres, Administration
Department: Administration

Information

ITEM

Present a proclamation designating the month of May as Mental Health Awareness Month.

PREFACE

Fiscal Impact

Fiscal Year:
Acct Code:
Source of Funds (Operating/Capital/Bonds):
Funds Budgeted Y/N:
Amount Needed:
Fiscal Impact (Additional Information):
No Fiscal Impact.

CITY COUNCIL MEETING 4. b.

Meeting Date: 05/14/2026
Subject: Present a proclamation designating the month of May as Building Safety Month.
Prepared by: Valerie Torres, Administration
Department: Administration

Information

ITEM

Present a proclamation designating the month of May as Building Safety Month.

PREFACE

Fiscal Impact

Fiscal Year:
Acct Code:
Source of Funds (Operating/Capital/Bonds):
Funds Budgeted Y/N:
Amount Needed:
Fiscal Impact (Additional Information):
No Fiscal Impact.

CITY COUNCIL MEETING 4. c.

Meeting Date: 05/14/2026
Subject: Present a proclamation designating May 4-8, 2026, as Economic Development Week.
Prepared by: Valerie Torres, Administration
Department: Administration

Information

ITEM

Present a proclamation designating May 4 - 8, 2026, as Economic Development Week.

PREFACE

Fiscal Impact

Fiscal Year:
Acct Code:
Source of Funds (Operating/Capital/Bonds):
Funds Budgeted Y/N:
Amount Needed:
Fiscal Impact (Additional Information):
No Fiscal Impact.

CITY COUNCIL MEETING 4. d.

Meeting Date: 05/14/2026
Subject: Present a proclamation designating May 10-16, 2026, as National Police Week.
Prepared by: Valerie Torres, Administration
Department: Administration

Information

ITEM

Present a proclamation designating May 10 - 16, 2026, as National Police Week.

PREFACE

Fiscal Impact

Fiscal Year:
Acct Code:
Source of Funds (Operating/Capital/Bonds):
Funds Budgeted Y/N:
Amount Needed:
Fiscal Impact (Additional Information):
No Fiscal Impact.

CITY COUNCIL MEETING 4. e.

Meeting Date: 05/14/2026
Subject: Present a proclamation designating May 17-23, 2026, as National Public Works Week.
Prepared by: Valerie Torres, Administration
Department: Administration

Information

ITEM

Present a proclamation designating May 17 - 23, 2026, as National Public Works Week.

PREFACE

Fiscal Impact

Fiscal Year:
Acct Code:
Source of Funds (Operating/Capital/Bonds):
Funds Budgeted Y/N:
Amount Needed:
Fiscal Impact (Additional Information):
No Fiscal Impact.

CITY COUNCIL MEETING 4. f.

Meeting Date: 05/14/2026
Subject: Present a proclamation designating May 17-23, 2026, as National EMS (Emergency Medical Services) Week.
Prepared by: Valerie Torres, Administration
Department: Administration

Information

ITEM

Present a proclamation designating May 17 - 23, 2026, as National Emergency Medical Services (EMS) Week.

PREFACE

Fiscal Impact

Fiscal Year:
Acct Code:
Source of Funds (Operating/Capital/Bonds):
Funds Budgeted Y/N:
Amount Needed:
Fiscal Impact (Additional Information):
No Fiscal Impact.

CITY COUNCIL MEETING 5. a.

Meeting Date: 05/14/2026
Subject: Chapter 380 Economic Development Agreement: Walgreen Co.
Prepared for: Brian Moran, Administration **Prepared by:** Brian Moran, Administration
Department: Administration

Information

ITEM

Consider an ordinance authorizing a Chapter 380 Economic Development Agreement between the City of Baytown and Walgreen Co. for a business retention incentive at 1515 N. Alexander Drive.

PREFACE

The proposed Chapter 380 Economic Development Agreement represents a strategic business retention initiative between the City of Baytown and Walgreen Co. The partnership is designed to maintain essential retail and pharmacy services for the community by sustaining the continued operation of the Walgreens facility located at 1515 N. Alexander Drive.

The proposed five-year agreement uses a performance-based sales and use tax rebate model including both the City's (1.0%) and the Municipal Development District's (MDD) (0.5%) sales tax portions. The total grant rebate is capped at $90,000 over the five-year term.

- City Sales Tax Rebate: Up to $12,000 annually with a total cap of $60,000 based on verified sales tax receipts
- MDD Tax Rebate: Up to $6,000 annually with a $30,000 cap based on verified sales tax receipts.

To receive the annual sales and use tax rebate, Walgreens Co must:

- Maintain ten permanent full-time jobs
- The facility must remain operational as a pharmacy and retail store
- Remain current on all taxes and fees owed to the City

Rebates are only issued after the Company completes the annual compliance report and if Walgreens fails to maintain operations or the required job count during the five-year period, they must rebate the City for all rebates provided under this EDA.

Fiscal Impact

Fiscal Year:
Acct Code:
Source of Funds (Operating/Capital/Bonds):
Funds Budgeted Y/N:
Amount Needed:
Fiscal Impact (Additional Information):
No fiscal impact associated with this item.

Attachments

Ordinance - 380 Agt Walgreens
Walgreen 380 EDA
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST TO A CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT WITH WALGREEN CO. TO MAINTAIN ESSENTIAL RETAIL AND PHARMACY SERVICES FOR THE COMMUNITY BY SUSTAINING THE CONTINUED OPERATION OF THE WALGREENS FACILITY LOCATED AT 1515 N. ALEXANDER DRIVE; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN AS AUTHORIZED IN SAID AGREEMENT; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown, Texas, hereby authorizes and directs the City Manager to execute and the City Clerk to attest to a Chapter 380 Economic Development Agreement with Walgreen Co. to maintain essential retail and pharmacy services for the community by sustaining the continued operation of the Walgreens facility located at 1515 N. Alexander Drive. A copy of the agreement is attached hereto, marked Exhibit "A," and made a part hereof for all intents and purposes.

Section 2: That the City Council of the City of Baytown authorizes payment in accordance with the agreement authorized in Section 1 hereinabove.

Section 3: That the City Manager is hereby granted general authority to approve a decrease or an increase in costs by FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00) or less, provided that the amount authorized in Section 2 hereof may not be increased by more than twenty-five percent (25%).

Section 4: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 14th day of May, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF BAYTOWN, TEXAS
AND
WALGREEN CO.

This Chapter 380 Economic Development Agreement ("Agreement") is made and entered into as of January __, 2026 (the "Effective Date") by Walgreen Co., an Illinois corporation, (the "Company"), and the City of Baytown, Texas (the "City"). The City is authorized by Chapter 380 of the Texas Local Government Code to create programs for the grant of public money to promote state and local economic development and to stimulate local business and commercial activity.

The City has authorized the creation of an economic development program under Chapter 380 of the Texas Local Government Code and has authorized the City Manager to make a grant of money to the Company to (i) continue the operations of the property as a pharmacy and retail store (the "Property"), and (ii) retain existing Full-Time Jobs (as defined herein) at the Property (including the Facility) ((i) and (ii) together are the "Project").

The location of the Company's Property in the City of Baytown will further state and local economic development and stimulate business and commercial activity in the City of Baytown. The Company accepts the City's grant and agrees to carry out the Project, the terms of which are the subject of this Agreement.

The City and the Company agree as follows:

AGREEMENT

I. Definitions

1.01 "Agreement" has the meaning set forth in the preamble of this Agreement.

1.02 "Business Day" means any day other than a Saturday, Sunday, or a day on which commercial banks in the State of Texas are authorized or required to be closed.

1.03 "City" has the meaning set forth in the preamble of this Agreement.

1.04 "Company" has the meaning set forth in the preamble of this Agreement.

1.05 "Confidential Information" means any proprietary or non-public financial records, tax returns, Texas Direct Payment Permit returns, Use Tax Certificates, trade secrets, or other information designated as confidential by the Company and provided to the City under this Agreement. Confidential Information shall not include information that (a) is or becomes publicly available through no act or omission of the City, (b) was already known to the City prior to disclosure, or (c) is required to be disclosed by applicable law or court order, provided the City gives the Company prompt written notice of such requirement.

1.06 "Effective Date" has the meaning set forth in the preamble of this Agreement.

1.07 "Event of Default" has the meaning set forth in Section 5.04 of this Agreement.

1.08 "Facility" means the approximately 15,304 square foot building located at 1515 North Alexander Drive, Baytown, Texas, in which the Company operates a pharmacy and retail store. For the avoidance of doubt, the Facility is situated on and constitutes a part of the Property.

1.09 "Full-Time Job" means a permanent, non-seasonal employment position located at the Facility for which the employee is scheduled and compensated for a minimum of forty (40) hours per week.

1.10 "Grant" means, collectively, the Sales Tax Rebate and MDD Tax Rebate payable by the City to the Company pursuant to Section 3.01 of this Agreement, subject to the conditions and limitations set forth herein.

1.11 "Grant Period" means each consecutive twelve (12)-month period during the Term, commencing on the Effective Date and on each anniversary thereof.

1.12 "MDD Tax Rebate" has the meaning set forth in Section 3.01 of this Agreement.

1.13 "Parties" means, collectively, the City and the Company, and "Party" means either of them individually.

1.14 "Project" has the meaning set forth in the Recitals of this Agreement.

1.15 "Property" has the meaning set forth in the Recitals of this Agreement.

1.16 “Sales Tax” means the sales and use tax authorized by Texas Tax Code § 321.101 and as adopted by the City of Baytown.

1.17 "Sales Tax Rebate" has the meaning set forth in Section 3.01 of this Agreement.

1.18 "Term" means the five (5)-year period commencing on the Effective Date and ending on the fifth anniversary thereof, unless earlier terminated in accordance with this Agreement.

1.19 "Texas Direct Payment Permit" means the direct payment permit issued by the Texas Comptroller of Public Accounts to the Company pursuant to Texas Tax Code § 151.416, authorizing the Company to self-assess and remit sales and use taxes directly to the State of Texas.

1.20 "Use Tax Certificate" means the written certification, together with all supporting documentation described in Section 4.01, submitted by the Company to the City within

thirty (30) days after the end of each Grant Period, evidencing the use taxes paid by the Company to the State of Texas during such Grant Period.

1.20 "Use Tax Receipts" means the amounts remitted by or attributable to use taxes paid directly by the Company to the State of Texas pursuant to the Company's Texas Direct Payment Permit and subsequently reported or transmitted in connection with the City's entitlement to use tax revenues for the applicable Grant Period.

II. Company's Obligations

2.01 The Company will continue to serve the community as a pharmacy and retail store of [15,304] square foot Facility located at 1515 North Alexander Drive, Baytown, Texas in accordance with all applicable requirements, laws, rules, regulations, and ordinances

2.02 Retention of Full-Time Jobs. Company must retain ten (10) Full-Time Jobs (as defined in Section 1.09) at the Facility during the Term of this Agreement.

2.03 Compliance with City Requirements. The Company must maintain compliance with all City requirements, including payment of taxes and fees owed to the City.

2.04 Valuation Protest. The Company agrees that it will not protest or challenge the property valuations determined by the Harris County Appraisal District (HCAD) for the Property during the term of this Agreement.

III. City's Obligations

3.01 Economic Development Incentive. As consideration for the Company's performance of its obligations under this Agreement, the Company will be eligible to receive a rebate on the City's portion of Sales Tax and the municipal development district taxes. The sales tax rebate portion is not to exceed $12,000 annually or $60,000 total for the term of the Agreement (the "Sales Tax Rebate"). The municipal development district may rebate a portion of the taxes collected annually from the Company's operations at the Property, not to exceed $6,000 annually or $30,000 total for the term of the Agreement ("MDD Tax Rebate"). The Sales Tax Rebate and the MDD Tax Rebate are collectively referred to herein as the "Grant" (as defined in Section 1.10).

Payment is subject to the Company's compliance with all terms and conditions herein, including but not limited to Section 2. The City's obligation to pay the rebates is further conditioned on the following requirements:

(a) The Company remains operational throughout the term of the Agreement and with the required jobs.

(b) The Company has submitted annual compliance reports to the City, including the following information:
    1. The number of jobs retained.
    2. General employee pay ranges and benefits offered.

(c) The Company is in compliance with all applicable requirements.

(d) The Company has certified in writing on the form provided by the City that it is in compliance with the terms and conditions of this Agreement, and the City has verified such compliance.

The Sales Tax Rebate may be made annually, based on sales tax receipts submitted by the Company, provided that the Company has provided the City with the following documents for reimbursement:

1. Copies of sales tax returns filed with the Texas Comptroller of Public Accounts.
2. Proof of payment of sales tax for the period applying.
3. Any other information reasonably required by the City to confirm compliance with this Agreement.

IV. Documentation Supporting the Economic Development Grant

4.01 Use Tax Certificate. During the term of this Agreement, the Company shall within thirty (30) days after the end of each Grant Period provide the City with a Use Tax Certificate relating to Use Tax Receipts paid during the Grant Period. The City shall have no duty to calculate the Use Tax Receipts or determine Company's entitlement to any Grant for a Grant Period, or pay any Grant during the term of this Agreement until such time as Company has provided the City a Use Tax Certificate for such Grant Period and the City has received the actual Use Tax Receipts from the State of Texas attributable to such calendar months within the Grant Period. Company shall provide such additional documentation as may be reasonably requested by the City to evidence, support and establish the use tax paid directly to the State of Texas pursuant to Company's Texas Direct Payment Permit. The Use Tax Certificate for each Grant Period shall at a minimum contain, include or be accompanied by the following:

(a) A copy of all Texas Direct Payment Permit and self-assessment use tax returns and reports during the applicable Grant Period, use tax audit assessments or credits, including amended use tax returns or reports, filed by the Company during the Grant Period showing use tax paid directly to the State of Texas related to Company's operations for the Grant Period; and

(b) Information concerning any refund or credit received by the Company of use tax paid by the Company which has previously been reported by the Company as use tax paid for a previous Grant Period within the term of this agreement.

Company will provide to the City the Use Tax Certificates from time to time pursuant to the terms of the Agreement, which are confidential (collectively, "Confidential Information" and, except as otherwise provided herein, may not be disclosed to a third party without the Company's consent. To the extent that any disclosure of the Confidential Information may be required by law, the City will use reasonable efforts to inform Company of the request in sufficient time for Company to assert any objection it may have to such disclosure to an appropriate judicial or administrative body.

4.02 The City must have received a Use Tax Certificate for the months within the Grant Period for which payment of a Grant is requested, and the City must have received the actual Use Tax Receipts for all calendar months within the Grant Period.

4.03 The Company intends to issue its Texas Direct Payment Permit to specific suppliers or vendors that provide large quantities of building materials or other tangible personal property.

4.04 The Company shall provide the City with a true and correct copy of its Texas Direct Payment Permit, which shall be kept in full force and effect throughout the term of the Agreement.

4.05 Company or the City shall not have an uncured material breach or default of this Agreement.

4.06 Company shall endeavor to provide advance written notification to the City if it intends to close any other store located in the City of Baytown, but failure to so notify the City shall not be a default hereunder.

V. General Terms

5.01 Term. The term of this Agreement will begin on the Effective Date and continue for [five] (5) years except as agreed to in writing by both Parties or as otherwise provided in this Agreement.

5.02 Payments Subject to Future Appropriation. This Agreement shall not be construed as a commitment, issue, pledge or obligation of any specific taxes or tax revenues for payment to the Company.

(a) All payments or expenditures made by the City under this Agreement are subject to the City's appropriation of funds for such payments or expenditures to be paid in the budget year for which they are made.

(b) The payment(s) to be made to the Company, or other expenditure(s) under this Agreement, if paid, shall be made solely from annual appropriations of the City as may be legally set aside for the implementation of Article III, Section 52a of the Texas Constitution, Chapter 380 of the Texas Local Government Code, or any other economic development or financing program authorized by statute or home-rule powers of the City under applicable Texas law, subject to any applicable limitations or procedural requirements.

(c) In the event the City does not appropriate funds in a given fiscal year for payments due or expenditures under this Agreement, the City shall not be liable to the Company for such payments or expenditures unless and until appropriation of the necessary funds is made; provided, however, that the Company, in its sole discretion, shall have the right, but not the obligation, to terminate this Agreement

and shall have no obligations under this Agreement for the year in which the City does not appropriate the necessary funds.

(d) To the extent there is a conflict between this Section 5.02 and any other language or covenant in this Agreement, this Section 5.02 shall control.

5.03 Representations and Warranties. The City represents and warrants to the Company that the economic development program and this Agreement are within its authority, and that it is duly authorized and empowered to establish the economic development program and enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction. The Company represents and warrants to the City that it has the requisite corporate authority to enter into this Agreement.

5.04 Event of Default. If the Company should fail in the performance of any of its obligations under this Agreement, such failure or omission to perform shall constitute an "Event of Default" under this Agreement. When an Event of Default occurs, the City shall provide the Company with written notice of the alleged Event of Default (pursuant to Section 5.10, below), and allow the Company sixty (60) calendar days after the receipt of this notice to cure such Event of Default, prior to terminating this Agreement. The City's sole remedies in the event of a default by the Company hereunder shall be to terminate this Agreement and the Company to reimburse
the City for all amounts of the Sales Tax Rebate and MDD Tax Rebate granted to the Company as the City's sole remedy for such default. Such payment is due to the City within sixty (60) days of the occurrence of the default.

Failure by the Company to continue operation of the Facility and to maintain the required number of employees for the Term as required by this Agreement shall constitute an immediate event of default. If such default occurs, the Company shall reimburse the City for all amounts of the Sales Tax Rebate and MDD Tax Rebate granted to the Company as the City's sole remedy for such default. Such payment is due to the City within sixty (60) days of the occurrence of the default.

5.05 Entire Agreement. This Agreement contains the entire agreement between the Parties. All prior negotiations, discussions, correspondence, and preliminary understandings between the parties and others relating to the Parties' obligations are superseded by this Agreement. This Agreement may only be modified, altered or revoked by written amendment signed by the City and the Company.

5.06 Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties, their respective successors and assigns.

5.07 Assignment. Except as provided below, the Company may not assign its rights or obligations under this Agreement to a third party without prior written approval of the City.

5.08 Termination.

(a) Termination by the Company for convenience. In the event the Company elects not to proceed with the Project as contemplated by this Agreement, the Company shall notify the City in writing, and this Agreement and the obligations on the part of both Parties shall be deemed terminated and of no further force or effect.

(b) Termination for Cause. If either Party to this Agreement fails to meet its obligations under this Agreement, and the non-defaulting party provides notice of the Event of Default as set forth in Section 5.04, above, and the Event of Default is not cured within the ninety (90) calendar day cure period, this Agreement may be terminated by the non-defaulting party after expiration of the ninety (90) calendar day cure period.

5.09 No Waiver of Immunity. Nothing contained in this Agreement nor the execution of this Agreement, or the performance of any obligation hereunder will operate to or be deemed to waive any immunity or defense of any City trustee, officer, employee, volunteer, representative, or agent or any Company trustee, officer, employee, volunteer, representative, or agent may be entitled under law.

5.10 Notice. Any notice and/or statement required or permitted to be delivered shall be deemed delivered by actual delivery, by facsimile with receipt of confirmation, or by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

To the Company:

Walgreen Co.
104 Wilmot Road
Deerfield, IL 60015
Attn: Real Estate Law Dept., MS 144G
Re: Store #15338

To the City:

City of Baytown
Attn: City Manager
Address: 2401 Market Street, Baytown, TX 77520
Email: jason.reynolds@baytown.org

with a copy to:

City of Baytown
Attn: City Attorney
Address: 2401 Market Street, Baytown, TX 77520
Email: scott.lemond@baytown.org

Any such notices will be either (a) sent by certified mail, return receipt requested, in which case such notice will be deemed delivered three (3) Business Days after the deposit thereof, postage prepaid, in the United States mail, or (b) sent by a nationally recognized overnight courier, in which case such notice will be deemed delivered upon actual receipt, or (c) delivered by hand delivery, in which case such notice will be deemed delivered upon receipt. The above address and email (if listed) may be changed by written notice to the other party; provided, however, that a notice of a change of address will not be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice will not be deemed a failure to give notice. If any notice, letter or information herein requires "actual receipt," such notice, letter, or information will not be deemed received until the party entitled to receive the same has physical possession of such notice, letter or information.

5.11 Interpretation. Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which party prepared the initial draft of this Agreement, this Agreement shall be interpreted as being drafted by both Parties in conjunction with the other, neither more strongly for, nor against any party.

5.12 Applicable Law and Venue. This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas. Venue for any dispute arising under this Agreement shall lie in the state courts of Harris County, Texas.

5.13 Severability. In the event any provision(s) of this Agreement is deemed illegal, invalid or unenforceable under present or future law(s) by a court of competent jurisdiction, it is the intention of the Parties that the remainder of this Agreement shall not be affected. It is also the intention of the Parties that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision will be substituted by written amendment to this Agreement which is legal, valid or enforceable and similar in terms to the provision deemed to be illegal, invalid or unenforceable.

5.14 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

5.15 No Third Party Beneficiaries. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.

5.16 No Joint Venture. It is acknowledged and agreed by the Parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its past, current and future officers, elected officials, employees and agents do not assume any responsibilities or liabilities to any third party in connection with the Property (including the Facility) or the design, construction or operation of any portion thereof.

5.17 Public and Confidential Information. All records and information provided to the City and its representatives to verify compliance with this Agreement, including monthly and annual

reports shall be considered public information, and shall be available for public inspection, and may be posted on the City's website without further advance notice to the Company. Other information provided by or on behalf of the Company under or pursuant to this Agreement that the Company considers as proprietary shall be maintained as Confidential Information to the extent allowed by law. If proprietary financial or trade secret information is requested under the Texas Public Information Act (the "Act"), the City shall follow the standards set out in the Act and under the Texas Attorney General's procedures for such requests, and the Company shall be responsible for defending the confidentiality of such information. Upon written request from the City (no more than once per Grant Period), the Company shall provide reasonably sufficient documents to establish compliance, including but not limited to payroll records reflecting the names, hire dates, salaries and number of hours compensated of all individuals in Full-Time Jobs.

5.18 Limitation of Liability. In no event will either party be liable to the other party for any indirect, special, punitive, exemplary, incidental, or consequential damages.

5.19 Counterparts. This Agreement may be executed in several identical counterparts by the Parties on separate counterparts, and each counterpart, when so executed and delivered, shall constitute an original instrument, and all such separate counterparts combined shall constitute one (1) original agreement.

Signatures on next page

EXECUTED by the authorized representatives of the Parties on the dates indicated below.

WALGREEN CO.

By: _____ 4x
Brittany Mack
Senior Director

Date: APRIL 13, 2026

CITY OF BAYTOWN, TEXAS

By: _____
Jason Reynolds
City Manager

Date: _____, 2026

Approved as to form:

_____
Scott Lemond, City Attorney

EXHIBIT A

LEGAL DESCRIPTION

RESERVE "A", BLOCK 1, OF WALGREENS ON NORTH ALEXANDER MINOR PLAT AMENDING PLAT, A SUBDIVISION LOCATED IN THE WILLIAM SCOTT LOWER LEAGUE, ABSTRACT NO. 65, CITY OF BAYTOWN, ACCORDING TO MAP OR PLAT THEREOF RECORDED UNDER FILM CODE NO. 648115 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Chapter 380 Economic Development Agreement: Walgreen Co.

Company Name: Walgreen Co

Department: Administration

Date: 04/21/2026 **Council Date:** 05/14/2026

A review of the above-described company was made in accordance with 2-663 of the City of Baytown Code of Ordinances and the aforementioned company was found:

☐ to be indebted to the City in the following areas:

_____

_____

_____

☑ not to be indebted to the City.

It is hereby certified the above is true and correct based on the best information available.

Teresa McLeod — 04/21/2026

Director of Finance — Date

For information regarding this certificate, please contact the Finance Director at 281-420-6531.

If an appeal to this determination is to be filed under section 2-664 of this code, please forward to the following address:

City of Baytown
Director of Finance
P O Box 424
Baytown, TX 77522-0424

CITY COUNCIL MEETING 5. b.

Meeting Date: 05/14/2026

Subject: Authorizing a Chapter 380 Economic Development Agreement with Fish Camp Properties Baytown Inc.

Prepared for: Brian Moran, Administration **Prepared by:** Brian Moran, Administration

Department: Administration

Information

ITEM

Consider an ordinance authorizing a Chapter 380 Economic Development Agreement between the City of Baytown and Fish Camp Properties Baytown Inc.

PREFACE

The proposed ordinance authorizes a Chapter 380 Economic Development Agreement (EDA) between the City of Baytown and Fish Camp Properties Baytown, Inc. to support the development of a new 13,500-square-foot restaurant facility, to be branded as Tia Juanita's Fish Camp, located at 8701 Chambers Common Drive.

This project represents a $10,000,000 capital investment and is intended to stimulate Baytown's local economy by increasing commercial activity and enhancing the City's dining and entertainment offerings.

Key Terms of the EDA
Under the agreement, Fish Camp Properties Baytown, Inc. will:

- Commence construction by June 1, 2026
- Create and retain at least 70 full-time equivalent positions
- Adhere to specified architectural and design standards, including:
  - A 5,000-square-foot kitchen
  - A 1,000-square-foot open bar area
  - 6,800 square feet of dining and service space accommodating approximately 430 guests
  - A private dining area for approximately 50 guests
  - An elevated stage for live entertainment
- Obtain a Certificate of Occupancy by August 1, 2027
- Add and maintain a minimum of $6,000,000 in taxable improvement value for at least five years.

Subject to the company meeting these performance milestones, the City will provide the following incentives:

- Annual rebates based on new incremental property value, not to exceed $43,000 per year, with a five-year cap of $215,000;
- A one-time construction sales and use tax rebate on eligible materials, capped at $40,000;
- Annual rebates equal to 50% of the City's 1% local option sales tax, capped at $35,000 per year and $175,000 over five years.
- Not-to-exceed a total of $430,000 over the term of the agreement.

All incentives outlined in this agreement are performance-based and will only be granted upon verification that the company has met the specified milestones. These benchmarks include capital investment, job creation and retention, construction timelines, and the generation of new taxable value. If the company fails to meet these obligations, the City is not required to provide the associated incentive.

Fiscal Impact

Fiscal Year:
Acct Code:
Source of Funds (Operating/Capital/Bonds):
Funds Budgeted Y/N:
Amount Needed:
Fiscal Impact (Additional Information):

No fiscal impact associated with this item.

Attachments

Ordinance - 380 Agt Fish Camp
Chapter 380 Economic Development Agreement
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST TO A CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT WITH FISH CAMP PROPERTIES BAYTOWN, INC. TO SUPPORT THE DEVELOPMENT OF A NEW 13,500-SQUARE-FOOT RESTAURANT FACILITY, TO BE BRANDED AS TIA JUANITA'S FISH CAMP, LOCATED AT 8701 CHAMBERS COMMON DRIVE; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN AS AUTHORIZED IN SAID AGREEMENT; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown, Texas, hereby authorizes and directs the City Manager to execute and the City Clerk to attest to a Chapter 380 Economic Development Agreement with Fish Camp Properties Baytown, Inc. to support the development of a new 13,500-square-foot restaurant facility, to be branded as Tia Juanita's Fish Camp, located at 8701 Chambers Common Drive. A copy of the agreement is attached hereto, marked Exhibit "A," and made a part hereof for all intents and purposes.

Section 2: That the City Council of the City of Baytown authorizes payment in accordance with the agreement authorized in Section 1 hereinabove.

Section 3: That the City Manager is hereby granted general authority to approve a decrease or an increase in costs by FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00) or less, provided that the amount authorized in Section 2 hereof may not be increased by more than twenty-five percent (25%).

Section 4: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 14th day of May, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF BAYTOWN, TEXAS
AND
FISH CAMP PROPERTIES BAYTOWN INC

This Chapter 380 Economic Development Agreement ("Agreement") is made and entered into as of May____, 2026 (the "Effective Date") by Fish Camp Properties Baytown Inc, a Texas limited liability company, (the "Company"), and the City of Baytown, Texas, a Texas home rule municipality, (the "City"). The City is authorized by Chapter 380 of the Texas Local Government Code to create programs for the grant of public money to promote state and local economic development and to stimulate local business and commercial activity.

The City has authorized the creation of an economic development program under Chapter 380 of the Texas Local Government Code and has authorized the City Manager to make a grant of money to the Company to (i) construct a facility on the property (the "Property"), and (ii) create New Full-Time Jobs at the Facility ((i) and (ii) together are the "Project").

The location of the Company's Facility in the City of Baytown will further state and local economic development and stimulate business and commercial activity in the City of Baytown. The Company accepts the City's grant and agrees to carry out the Project, the terms of which are the subject of this Agreement.

The City and the Company agree as follows:

AGREEMENT

I. Definitions

1.01 "Agreement" has the meaning set forth in the preamble of this Agreement.

1.02 "Business Day" means any day other than a Saturday, Sunday, or a day on which commercial banks in the State of Texas are authorized or required to be closed.

1.03 "City" has the meaning set forth in the preamble of this Agreement.

1.04 "Company" has the meaning set forth in the preamble of this Agreement.

1.05 "Confidential Information" means any proprietary or non-public financial records, tax returns, Texas Direct Payment Permit returns, Use Tax Certificates, trade secrets, or other information designated as confidential by the Company and provided to the City under this Agreement. Confidential Information shall not include information that (a) is or becomes publicly available through no act or omission of the City, (b) was already known to the City prior to disclosure, or (c) is required to be disclosed by applicable law or court order, provided the City gives the Company prompt written notice of such requirement.

1.06 "Effective Date" has the meaning set forth in the preamble of this Agreement.

1.07 "Event of Default" has the meaning set forth in Section 5.04 of this Agreement.

1.08 "Facility" means Restaurant. For the avoidance of doubt, the Facility is situated on and constitutes a part of the Property.

1.09 "Full-Time Job" means a permanent, non-seasonal employment position located at the Facility for which the employee is scheduled and compensated for a minimum of fourty (40) hours per week.

1.10 "Grant" means, collectively, the Sales Tax Rebate payable by the City to the Company pursuant to Section 3.01 of this Agreement, subject to the conditions and limitations set forth herein.

1.11 "Grant Period" means each consecutive twelve (12)-month period during the Term, commencing on the Effective Date and on each anniversary thereof.

1.12 "Parties" means, collectively, the City and the Company, and "Party" means either of them individually.

1.13 "Project" has the meaning set forth in the Recitals of this Agreement.

1.14 "Property" has the meaning set forth in the Recitals of this Agreement.

1.15 "Sales Tax" means the sales and use tax authorized by Texas Tax Code § 321.101 and as adopted by the City of Baytown.

1.16 "Sales Tax Rebate" has the meaning set forth in Section 3 of this Agreement.

1.17 "Term" means the five (5)-year period commencing on the Effective Date and ending on the fifth anniversary thereof, unless earlier terminated in accordance with this Agreement.

1.18 "Texas Direct Payment Permit" means the direct payment permit issued by the Texas Comptroller of Public Accounts to the Company pursuant to Texas Tax Code § 151.416, authorizing the Company to self-assess and remit sales and use taxes directly to the State of Texas.

1.19 "Use Tax Certificate" means the written certification, together with all supporting documentation described in Section 4.01, submitted by the Company to the City within thirty (30) days after the end of each Grant Period, evidencing the use taxes paid by the Company to the State of Texas during such Grant Period.

1.20 "Use Tax Receipts" means the amounts remitted by or attributable to use taxes paid directly by the Company to the State of Texas pursuant to the Company's Texas Direct Payment Permit

and subsequently reported or transmitted in connection with the City's entitlement to use tax revenues for the applicable Grant Period.

I.
II. Company's Obligations

2.01 Construction of the Facility. The Company shall construct the Facility at the Property as follows:

(a) The Company will construct a [13,500] square foot building in accordance with all applicable requirements, laws, rules, regulations, and ordinances and in accordance with the following additional construction requirements for exterior building façades (other than accessory use buildings with less than 500 square feet of surface area):

i. Exterior construction of the building will consist of a blend between metal panels, wood siding, wood post, brick, windows, and Hardie façade
ii. The interior will consist of metal framing, metal panel wainscot, chair rail, horizontal wood siding, and decorated in Tia Juanita's theme with local décor;
iii. Tia Juanita's branding will be applied to both interior and exterior of the building;
iv. 5,000 square feet of kitchen space; and
v. 1,000 square feet of open concept bar with oyster gril
vi. 6,800 square feet of dining and wait areas to serve approximately 430 seated guests;
vii. Elevated stage for entertainment;
viii. Private dining room that can accommodate 50 seated guests .

(b) The attached illustration of the Property as depicted in Exhibit A is an example of a facility meeting the requirements of Section 1.01(a)(i) and (ii).

(c) The Company shall comply with the following deadlines, including the dates provided for Commencement of Construction and Commercial Operations:

i. "Commencement of Construction" of the Project means the first date on which all of the following have occurred, such date being no later than [June 1, 2026] (i) Company has received all necessary licenses, permits and clearances as, in each case, Company reasonably considers necessary so that physical construction of the Project may begin, and (ii) physical work of a significant nature has started on the construction of the Project (including, at a minimum, the installation or erection of fixed improvements to real property); provided, however, that such physical work of a significant nature shall not include any preliminary activities such as, but not limited to, pre-construction planning, engineering or design, clearing any portion of the land, dismantling and/or removing any existing facility on the land, testing or drilling to determine soil conditions, grading or excavation

to change the contour of any portion of the land (as distinguished from excavation for footings and foundations), erecting fences, and construction of temporary roads to provide access to the site or used solely for employee, contractor and visitor vehicles (as distinguished from permanent roads integral to the operation or maintenance of the Project upon the completion of construction).

ii. "Commercial Operations Date" means the date Company receives it certificate of occupancy from the City of Baytown, Texas, whichever occurs later but in no event shall be later than August 1, 2027].

2.02 Investment in the Facility. Company or its lessor, or landlord, or owner of the real property at which the Facility is located must add a minimum taxable value of $6,000,000 in improvements to the Property ("Added Taxable Value") and maintain a minimum taxable value of $6,000,000 for at least five (5) years from the Commercial Operations date.

2.03 Creation and Retention of New Full-Time Jobs. Company must create and retain seventy (70) additional full-time equivalent (FTE) employment positions, of which said position means a person whose employment is permanent, nonseasonal and who is employed for a minimum of forty (40) hours per week, for at least seven (7) years beginning on the Commercial Operations Date.

2.04 Compliance with City Requirements. The Company must maintain compliance with all City requirements, including payment of taxes and fees owed to the City.

2.05 Valuation Protest. The Company agrees that it will not protest or challenge the property valuations determined by the Chambers County Appraisal District (CCAD) for the Property during the term of this Agreement.

III. City's Obligations

3.01 Economic Development Incentive. As consideration for the Company's performance of its obligations under this Agreement, the City will retain all property tax revenue from the current base value of $2,391,320 (two million three hundred ninety-one thousand three hundred twenty dollars, and the Company will be eligible to receive a rebate on the City's portion of ad valorem taxes generated by the new incremental value. The rebate portion is not to exceed Forty Three Thousand Dollars $43,000 per year, and Two Hundred and Fifteen Thousand Dollars$215,000 in total over five (5) years. Payment is subject to the Company's compliance with all terms and conditions herein, including but not limited to Section 1.05. The City's obligation to pay the Reimbursement is conditioned on the following requirements:

(a) The Company has paid property taxes on the base value of $2,391,320.
(b) The Company has made a minimum project/capital investment of $10,000,000.
(c) The Company has maintained an increased taxable value, potentially equal to or greater than $6,000,000.
(d) The Company remains operational throughout the term of the Agreement.

(e) The Company has submitted annual compliance reports to the City, including the following information:

1. The number of jobs created and/or retained.
2. General employee pay ranges and benefits offered.
3. Operating as a restaurant

(f) The Company has complied with its obligations regarding Added Taxable Value.

(g) The Company is in compliance with all applicable requirements.

(h) The Company has certified in writing on the form provided by the City that it is in compliance with the terms and conditions of this Agreement, and the City has verified such compliance.

(i) The Company has provided the City with the following documents for reimbursement:

1. A comprehensive list of all permits and fees, copies of all paid permits and fees, detailed description of improvements with itemized costs, and paid receipts for completed improvements.
2. The Harris Central Appraisal District assessment records for the year the Company is applying for as well as the previous year to verify that the cost of improvements equals an increase in appraised taxable value for the City of Baytown.
3. Proof that taxes have been paid for the year applying.
4. Any other information reasonably required by the City to confirm compliance.

3.02 Construction Phase Sales Tax Rebate. During the construction phase, the Company shall be eligible to receive a rebate equal to 50% of the sales and use tax collected on eligible building and construction materials purchased and delivered within the City's jurisdiction, based on the 2.0% local option sales tax (1.0% City, 0.5% MDD, 0.25% FCPD, 0.25% CCPD), not to exceed $40,000.00.

3.03 Operational Phase Sales Tax Rebate. Upon receipt of a Certificate of Occupancy, the Company shall be eligible for a rebate equal to 50% of the City's 1% local sales tax collected from the Company's operations, subject to an annual cap of $35,000 and a total cap of $175,000 over five ([5]) years.

3.04 The Sales Tax Rebate may be made annually, based on sales tax receipts submitted by the Company, provided that the Company has provided the City with the following documents for reimbursement:

1. Copies of sales tax returns filed with the Texas Comptroller of Public Accounts.
2. Proof of payment of sales tax for the period applying.
3. Any other information reasonably required by the City to confirm compliance with this Agreement.

IV. Documentation Supporting the Economic Development Grant

4.01 Use Tax Certificate. During the term of this Agreement, the Company shall within thirty (30) days after the end of each Grant Period, provide the City with a Use Tax Certificate relating to Use Tax Receipts paid during the Grant Period. The City shall have no duty to calculate the Use Tax Receipts or determine Company's entitlement to any Grant for a Grant Period, or pay any Grant during the term of this Agreement until such time as Company has provided the City a Use Tax Certificate for such Grant Period and the City has received the actual Use Tax Receipts from the State of Texas attributable to such calendar months within the Grant Period. Company shall provide such additional documentation as may be reasonably requested by City to evidence, support and establish the use tax paid directly to the State of Texas pursuant to Company's Direct Payment Permit. The Use Tax Certificate for each Grant Period shall at a minimum contain, include or be accompanied by the following:

(a) A copy of all Texas Direct Payment Permit and self-assessment use tax returns and reports during the applicable Grant Period, use tax audit assessments or credits, including amended use tax returns or reports, filed by the Company during the Grant Period showing use tax paid directly to the State of Texas related to Company's operations for the Grant Period; and

(b) Information concerning any refund or credit received by the Company of use tax paid by the Company which has previously been reported by the Company as use tax paid for a previous Grant Period within the term of this agreement.

Company will provide to City the Use Tax Certificates from time to time pursuant to the terms of the Agreement, which are confidential ("Confidential Information") and, except as otherwise provided herein, may not be disclosed to a third party without the Company's consent. To the extent that any disclosure of the Confidential Information may be required by law, City will use reasonable efforts to inform Company of the request in sufficient time for Company to assert any objection it may have to such disclosure to an appropriate judicial or administrative body.

4.02 City must have received a Use Tax Certificate for the months within the Grant Period for which payment of a Grant is requested, and City must have received the actual Use Tax Receipts for all calendar months within the Grant Period.

4.03 The Company intends to issue its Texas Direct Payment Permit to specific suppliers or vendors that provide large quantities of building materials or other tangible personal property.

4.04 The Company shall provide the City with a true and correct copy of its Texas Direct Payment Permit, which shall be kept in full force and effect throughout the term of the Agreement.

4.05 Company or the City shall not have an uncured material breach or default of this Agreement.

V. General Terms

5.01 Term. The term of this Agreement will begin on the Effective Date and continue for five (5) years except as agreed to in writing by both Parties or as otherwise provided in this Agreement.

5.02 Payments Subject to Future Appropriation. This Agreement shall not be construed as a commitment, issue, pledge or obligation of any specific taxes or tax revenues for payment to the Company.

(a) All payments or expenditures made by the City under this Agreement are subject to the City's appropriation of funds for such payments or expenditures to be paid in the budget year for which they are made.

(b) The payment(s) to be made to the Company, or other expenditure(s) under this Agreement, if paid, shall be made solely from annual appropriations of the City as may be legally set aside for the implementation of Article III, Section 52a of the Texas Constitution, Chapter 380 of the Texas Local Government Code, or any other economic development or financing program authorized by statute or home-rule powers of the City under applicable Texas law, subject to any applicable limitations or procedural requirements.

(c) In the event the City does not appropriate funds in a given fiscal year for payments due or expenditures under this Agreement, the City shall not be liable to the Company for such payments or expenditures unless and until appropriation of the necessary funds is made; provided, however, that the Company, in its sole discretion, shall have the right, but not the obligation, to terminate this Agreement and shall have no obligations under this Agreement for the year in which the City does not appropriate the necessary funds.

(d) To the extent there is a conflict between this Section 4.02 and any other language or covenant in this Agreement, this Section 4.02 shall control.

5.03 Representations and Warranties. The City represents and warrants to the Company that the economic development program and this Agreement are within its authority, and that it is duly authorized and empowered to establish the economic development program and enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction. The Company represents and warrants to the City that it has the requisite corporate authority to enter into this Agreement.

5.04 Event of Default. If either the City or the Company should fail in the performance of any of its obligations under this Agreement, such failure or omission to perform shall constitute an "Event of Default" under this Agreement. When an Event of Default occurs, the non-defaulting party shall provide the defaulting party with written notice of the alleged Event of Default (pursuant to Section 3.09, below), and allow the defaulting party a minimum period of ninety (90) calendar days after the receipt of this notice to cure such Event of

Default, prior to terminating this Agreement, instituting an action for breach of contract or pursuing any other remedy for the event of default.

5.05 Entire Agreement. This Agreement contains the entire agreement between the Parties. All prior negotiations, discussions, correspondence, and preliminary understandings between the parties and others relating to the Parties' obligations are superseded by this Agreement. This Agreement may only be modified, altered or revoked by written amendment signed by the City and the Company.

5.06 Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties, their respective successors and assigns.

5.07 Assignment. Except as provided below, the Company may not assign its rights or obligations under this Agreement to a third party without prior written approval of the City.

5.08 Termination.

(a) Termination by the Company for convenience. In the event the Company elects not to proceed with the Project as contemplated by this Agreement, the Company shall notify the City in writing, and this Agreement and the obligations on the part of both Parties shall be deemed terminated and of no further force or effect.

(b) Termination for Cause. If either Party to this Agreement fails to meet its obligations under this Agreement, and the non-defaulting party provides notice of the Event of Default as set forth in Section 3.04, above, and the Event of Default is not cured within the ninety (90) calendar day cure period, this Agreement may be terminated by the non-defaulting party after expiration of the ninety (90) calendar day cure period.

5.09 No Waiver of Immunity. Nothing contained in this Agreement nor the execution of this Agreement, or the performance of any obligation hereunder will operate to or be deemed to waive any immunity or defense of any City trustee, officer, employee, volunteer, representative, or agent or any Company trustee, officer, employee, volunteer, representative, or agent may be entitled under law.

5.10 Notice. Any notice and/or statement required or permitted to be delivered shall be deemed delivered by actual delivery, by facsimile with receipt of confirmation, or by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

To the Company:

[Company Full Name] Fish Camp Properties, Baytown
Attn: Sinclair Lampe
Address: 145 S 11th St Beaumont TX 77702
Email: Sinclair.lampe@tjfishcamp.com

with a copy to:

[Company Full Name] Creighton, Fox, Johnson, Mills PLLC
Attn: John Johnson
Address: 3535 Calder Ave, Suite 310 Beaumont TX 77706
Email: jwj@cfjmlaw.com

To the City:

City of Baytown
Attn: City Manager
Address: 2401 Market Street, Baytown, TX 77520
Email: jason.reynolds@baytown.org

with a copy to:

City of Baytown
Attn: City Attorney
Address: 2401 Market Street, Baytown, TX 77520
Email: scott.lemond@baytown.org

Any such notices will be either (a) sent by certified mail, return receipt requested, in which case such notice will be deemed delivered three (3) business days after the deposit thereof, postage prepaid, in the United States mail, or (b) sent by a nationally recognized overnight courier, in which case such notice will be deemed delivered upon actual receipt, or (c) delivered by hand delivery, in which case such notice will be deemed delivered upon receipt, or (d) sent by email transmission, in which case such notice will be deemed delivered upon actual receipt. The above address and email may be changed by written notice to the other party; provided, however, that a notice of a change of address will not be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice will not be deemed a failure to give notice. If any notice, letter or information herein requires "actual receipt," such notice, letter, or information will not be deemed received until the party entitled to receive the same has physical possession of such notice, letter or information.

The term "business day" as used in this Agreement will mean a day that is not a Saturday, Sunday, or legal holiday in Houston, Texas.

5.11 Interpretation. Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which party prepared the initial draft of this Agreement, this Agreement shall be interpreted as being drafted by both Parties in conjunction with the other, neither more strongly for, nor against any party.

5.12 Applicable Law and Venue. This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas. Venue for any dispute arising under this Agreement shall lie in the state courts of Harris County, Texas.

5.13 Severability. In the event any provision(s) of this Agreement is deemed illegal, invalid or unenforceable under present or future law(s) by a court of competent jurisdiction, it is the intention of the Parties that the remainder of this Agreement shall not be affected. It is also the intention of the Parties that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision will be substituted by written amendment to this Agreement which is legal, valid or enforceable and similar in terms to the provision deemed to be illegal, invalid or unenforceable.

5.14 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

5.15 No Third Party Beneficiaries. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.

5.16 No Joint Venture. It is acknowledged and agreed by the Parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its past, current and future officers, elected officials, employees and agents do not assume any responsibilities or liabilities to any third party in connection with the Facility or the design, construction or operation of any portion thereof.

5.17 Public and Confidential Information. All records and information provided to the City and its representatives to verify compliance with this Agreement, including monthly and annual reports shall be considered public information, and shall be available for public inspection, and may be posted on the City's website without further advance notice to the Company. Other information provided by or on behalf of the Company under or pursuant to this Agreement that the Company considers as proprietary shall be maintained as confidential to the extent allowed by law. If proprietary financial or trade secret information is requested under the Texas Public Information Act (the "Act"), the City shall follow the standards set out in the Act and under the Texas Attorney General's procedures for such requests, and the Company shall be responsible for defending the confidentiality of such information. The City has the right to conduct on-site inspections of documents to establish compliance, including but not limited to payroll records reflecting the names, hire dates, salaries and number of hours compensated of all individuals in New Full-Time Jobs.

5.18 Limitation of Liability. In no event will either party be liable to the other party for any indirect, special, punitive, exemplary, incidental, or consequential damages.

5.19 Counterparts. This Agreement may be executed in several identical counterparts by the Parties on separate counterparts, and each counterpart, when so executed and delivered, shall constitute an original instrument, and all such separate counterparts combined shall constitute one (1) original agreement.

Signatures on next page

EXECUTED by the authorized representatives of the Parties on the dates indicated below.

FISH CAMP PROPERTIES BAYTOWN INC TEXAS

By: _____
[Sinclair Lampe]
[President]

Date: 4/15/26, 2025

CITY OF BAYTOWN,

By: _____
Jason Reynolds
City Manager

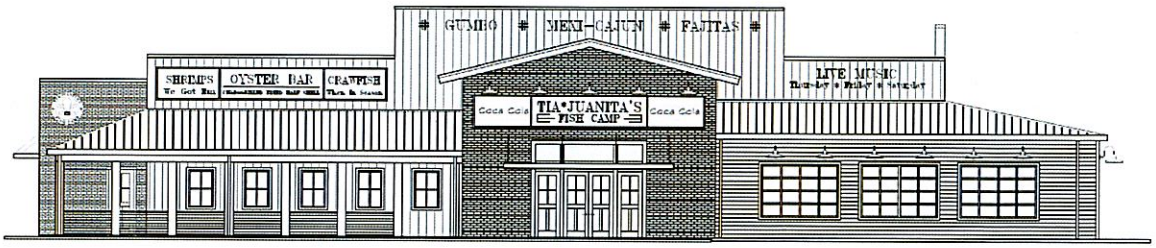
Date: _____, 2026

Approved as to form:

_____
Scott Lemond, City Attorney

EXHIBIT A

Proposed Tia Juanita's



DESIGN PARAMETERS

GENERAL CONTRACTOR RESPONSIBILITIES:

TIA JUANITA'S FISH CAMP
8701 CHAMBERS COMMONS DRIVE
BAYTOWN, TEXAS 77521
JANUARY 09, 2026

75% PROGRESS SET
NOT FOR CONSTRUCTION

INDEX OF DRAWINGS

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S1.1	FOUNDATION PLAN
S1.2	ROOF FRAMING PLAN
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S2.3	STRUCTURAL FOUNDATION DETAILS
S2.4	STRUCTURAL FOUNDATION DETAILS
S2.5	STRUCTURAL FOUNDATION DETAILS
S2.6	CMU DETAILS

ARCHITECTURAL

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A1.1	PARTIAL DIMENSION PLAN - LARGE SCALE
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A1.3	REFLECTED CEILING PLAN
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A1.5	ROOF PLAN
A2.0	EXTERIOR ELEVATIONS - SMALL SCALE
A2.1	EXTERIOR ELEVATIONS - LARGE SCALE
A2.2	EXTERIOR ELEVATIONS - LARGE SCALE
A3.0	BUILDING CROSS SECTIONS
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A4.0	EXTERIOR WALL SECTIONS
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A5.1	INTERIOR ELEVATIONS
A5.2	INTERIOR ELEVATIONS
A7.0	CABINETRY DETAILS
A7.1	INTERIOR PARTITION DETAILS
A8.0	-

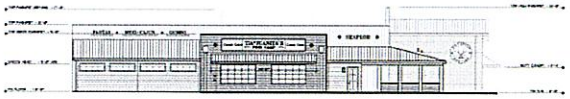
MECHANICAL

GM	MECHANICAL NOTES & LEGENDS
GE	ELECTRICAL NOTES & LEGENDS
GP	PLUMBING NOTES & LEGENDS
MEP.10	MEP SITE PLAN
MEP.20	MEP ROOF PLAN
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FP1.10	FIRE PROTECTION COORD. PLAN
FP2.10	FIRE PROTECTION NOTES & DETAILS

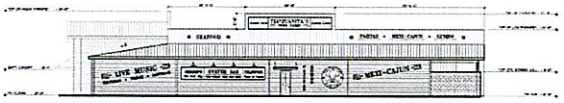
42.00 x 30.00



01 NORTH ELEVATION



02 EAST ELEVATION



03 WEST ELEVATION



04 SOUTH ELEVATION

TIA JUANITA'S FISH CAMP
HWY 146 & KILGORE PARKWAY
BAYTOWN, TEXAS

ISSUED FOR PERMIT
AND BIDDING

EXTERIOR ELEVATIONS
A2.0

Measurement Type : Imperial


TIA JUANITA'S
FISH CAMP
PLEASURE ISLAND

EXHIBIT B

Legal Description

3.464 acres of land, more or less, being generally described as a portion of Lot 14, Block 3, Chambers Commons, an addition to Chambers County, Texas, according to the plat recorded under Document No. 2023-197006 of the Official Public Records of Chambers County, Texas

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Authorizing a Chapter 380 Economic Development Agreement with Fish Camp Properties Baytown Inc.

Company Name: Fish Camp Properties Baytown Inc

Department: Administration

Date: 04/23/2026 **Council Date:** 05/14/2026

A review of the above-described company was made in accordance with 2-663 of the City of Baytown Code of Ordinances and the aforementioned company was found:

☐ to be indebted to the City in the following areas:

_____

_____

_____

☑ not to be indebted to the City.

It is hereby certified the above is true and correct based on the best information available.

Teresa M Key 04/23/2026

Director of Finance Date

For information regarding this certificate, please contact the Finance Director at 281-420-6531.

If an appeal to this determination is to be filed under section 2-664 of this code, please forward to the following address:

City of Baytown
Director of Finance
P O Box 424
Baytown, TX 77522-0424

CITY COUNCIL MEETING 6. a.

Meeting Date: 05/14/2026

Subject: A RESOLUTION AUTHORIZING THE RETIREMENT AND TRANSFER OF POLICE SERVICE DOG K-9 HERO TO HIS HANDLER, SERGEANT BARRY CALVERT, PURSUANT TO TEXAS GOVERNMENT CODE CHAPTER 614, SUBCHAPTER L

Prepared for: John Stringer, Police **Prepared by:** Jessica Mata, Police

Department: Police

Information

ITEM

Consider a resolution authorizing the retirement and transfer of Police Service Dog K-9 Hero to his handler, Sergeant Barry Calvert, pursuant to Texas Government Code Chapter 614, Subchapter L.

PREFACE

K-9 Hero has faithfully and honorably served the City of Baytown and the Baytown Police Department as a police service dog, assisting in law enforcement operations, officer safety, apprehension of suspects, detection work, and protection of the public; and due to age, health, or length of service, K-9 Hero is no longer suitable for continued active duty as a law enforcement animal and has been deemed appropriate for retirement by the Baytown Police Department. Pursuant to Texas Government Code Chapter 614, Subchapter L, the governing body of a political subdivision may enter into a contract for the transfer of a retired law enforcement animal to an eligible transferee. Sergeant Barry Calvert, as the assigned handler of K-9 Hero, has demonstrated appropriate care, responsibility, and dedication to the well-being of K-9 Hero throughout his service and is the preferred and eligible transferee under Texas law.

Fiscal Impact

Fiscal Year:

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

Fiscal Impact (Additional Information):

NO FISCAL IMPACT

Attachments

Resolution K-9 Hero

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, A RESOLUTION AUTHORIZING THE RETIREMENT AND TRANSFER OF POLICE SERVICE DOG K-9 HERO TO HIS HANDLER, SERGEANT BARRY CALVERT, PURSUANT TO TEXAS GOVERNMENT CODE CHAPTER 614, SUBCHAPTER L

****

WHEREAS, K-9 Hero has faithfully and honorably served the City of Baytown and the Baytown Police Department as a police service dog, assisting in law enforcement operations, officer safety, apprehension of suspects, detection work, and protection of the public; and

WHEREAS, due to age, health, or length of service, K-9 Hero is no longer suitable for continued active duty as a law enforcement animal and has been deemed appropriate for retirement by the Baytown Police Department; and

WHEREAS, pursuant to Texas Government Code Chapter 614, Subchapter L, the governing body of a political subdivision may enter into a contract for the transfer of a retired law enforcement animal to an eligible transferee; and

WHEREAS, Sergeant Barry Calvert, as the assigned handler of K-9 Hero, has demonstrated appropriate care, responsibility, and dedication to the well-being of K-9 Hero throughout his service and is the preferred and eligible transferee under Texas law; and

WHEREAS, the City Council of the City of Baytown finds that the transfer of K-9 Hero to Sergeant Barry Calvert is in the best interest of the animal, the Sergeant, and the City of Baytown, and ensures the continued humane treatment and care of K-9 Hero following retirement; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, THAT:

Section 1. The City Council hereby formally retires Baytown Police Department K-9 Hero from active law enforcement service, recognizing his faithful and distinguished service to the citizens of Baytown.

Section 2. Pursuant to Texas Government Code § 614.212, the City Council authorizes the transfer of ownership of K-9 Hero to his assigned handler, Sergeant Barry Calvert, under a contract of transfer consistent with state law and City policy.

Section 3. The City Manager or his designee is hereby authorized to execute all necessary documents and agreements to effectuate the transfer of K-9 Hero to Sergeant Barry Calvert and to take any further actions necessary to carry out the intent of this Resolution.

Section 4: This resolution shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ, and PASSED by the affirmative vote of the City Council of the City of Baytown this the 14th day of May, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

CITY COUNCIL MEETING 6. b.

Meeting Date: 05/14/2026

Subject: Consider a resolution determining the alternative delivery method for the construction of the ExxonMobil Baytown Events Center and associated facility and site improvements and authorizing the issuance of a request for construction manager at risk proposals.

Prepared for: Jason Reynolds, City Management

Prepared by: Sabrina Martin, Administration

Department: Administration

Information

ITEM

Consider a resolution determining the alternative delivery method for the construction of the ExxonMobil Baytown Events Center and associated facility and site improvements and authorizing the issuance of a request for construction manager at risk proposals.

PREFACE

This proposed resolution determines that the construction manager at risk method of construction is the alternative delivery method that provides the best value to the City for construction services for the ExxonMobil Baytown Events Center, associated facility and site improvements. Pursuant to Section 2269.056 of the Texas Government Code provides that if the City considers a construction contract using a construction method authorized by Chapter 2269 other than competitive bidding, the City Council must choose the method which provides the best value to the City. It is recommended by the City's consultants that the delivery method that provides the best value is the construction manager at risk method of construction.

This proposed resolution also authorizes the issuance of a request for proposals for construction manager at risk for the ExxonMobil Baytown Events Center and associated facility and site improvements.

Fiscal Impact

Fiscal Year: 2026

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed: 0

Fiscal Impact (Additional Information):

Attachments

Resolution - CMAR

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, DETERMINING THE ALTERNATIVE DELIVERY METHOD FOR THE CONSTRUCTION OF THE EXXONMOBIL BAYTOWN EVENTS CENTER, AND ASSOCIATED FACILITY AND SITE IMPROVEMENTS; AUTHORIZING THE ISSUANCE OF A REQUEST FOR CONSTRUCTION MANAGER AT RISK PROPOSALS; PROVIDING A REPEALING CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

WHEREAS, § 2269.056 of the Texas Government Code provides that the governing body of a governmental entity that considers a construction contract using a method authorized by Chapter 2269 other than competitive bidding must, before advertising, determine which method provides the best value for the governmental entity; and

WHEREAS, the "construction manager-at-risk method" delivery method is a method by which a governmental entity contracts with an architect or engineer for design and construction phase services, and contracts separately with a construction manager-at-risk to serve as the general contractor and to provide consultation during the design and construction, rehabilitation, alteration, or repair of a facility, which is authorized by Chapter 2269; and

WHEREAS, a construction manager-at-risk assumes the risk for construction, rehabilitation, alteration, or repair of a facility, at the contracted price as a general contractor and provides consultation to the governmental entity regarding construction during and after the design of the facility; and

WHEREAS, the contracted price may be a guaranteed maximum price; and

WHEREAS, the construction manager-at-risk delivery method will provide the City of Baytown the best value for the construction of the ExxonMobil Baytown Events Center, and associated facility and site improvements;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the findings of the City and its actions approving this resolution taken at the council meeting are hereby approved and adopted.

Section 2: That the City Council of the City of Baytown, Texas determines that the construction manager-at-risk delivery method will provide the City the best value for the construction of the ExxonMobil Baytown Events Center, and associated facility and site improvements.

Section 3: That, in accordance with Chapter 2269 of the Texas Government Code, the City Council authorizes the issuance of a request for construction manager-at-risk proposals for the construction of the ExxonMobil Baytown Events Center, and associated facility and site improvements.

Section 4: That, as part of the issuance of a request for construction manager-at-risk proposals, the City shall:

a. on or before the selection of a construction manager-at-risk, select or designate an architect or engineer to prepare the construction documents for the project;

b. base its selection among offerors on applicable criteria listed for construction manager-at-risk delivery method in Chapter 2269;

c. publish in the request for proposals or qualifications:

i. the criteria that will be used to evaluate the offerors;

ii. the applicable weighted value for each criterion; and

iii. a detailed methodology for scoring each criterion; and

d. document the basis of its selection and make the evaluations public not later than the seventh day after the date the contract is awarded; and

e. follow all applicable provisions of Chapter 2269.

Section 5: All resolutions or parts of resolutions inconsistent with the terms of this resolution are hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency; and in all other respects, this resolution shall be cumulative of other resolutions regulating and governing the subject matter covered by this resolution.

Section 6: If any provision, section, exception, subsection, paragraph, sentence, clause or phrase of this ordinance or the application of same to any person or set of circumstances shall for any reason be held unconstitutional, void, or invalid, such invalidity shall not affect the validity of the remaining provisions of this ordinance or their application to other persons or sets of circumstances; and to this end, all provisions of this ordinance are declared to be severable.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 14th day of May, 2026.

_____

CHARLES JOHNSON, Mayor

ATTEST:

_____

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____

SCOTT LEMOND, City Attorney

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CITY COUNCIL MEETING 7. a.

Meeting Date: 05/14/2026

Subject: Consider Authorizing a Grant Application to the FY2026 Urban Area Security Initiative (UASI-R) for Fire-HazMat.

Prepared by: Leasa Lopez, Finance

Department: Finance

Information

ITEM

Consider a resolution authorizing the City Manager to submit an application to the Office of the Governor, Public Safety Office's Homeland Security Grant Division, in response to the Fiscal Year 2026 Urban Area Security Initiative - Regular Projects (UASI-R) solicitation on behalf of the Fire Department to sustain the HazMat Team and to appoint an Authorizing Official and a Financial Officer for the project, if funded.

PREFACE

This proposed resolution authorizes the City Manager to submit an application to the Office of the Governor, Public Safety Office's Homeland Security Grant Division, in response to the FY2026 Urban Area Security Initiative - Regular Projects (UASI-R) solicitation on behalf of the Fire Department's FEMA Type I Regional Hazardous Materials or "HazMat" Team. The resolution also delegates the City Manager as the Authorized Official with the power to apply for, accept, reject, alter or terminate the grant on behalf of the City. Additionally, the resolution further designates the Finance Director as the Financial Officer of the project with the power to submit financial and/or programmatic reports or alter a grant on behalf of the City.

The Homeland Security Grants Division (HSGD) funds projects that support state and local efforts to prevent terrorism and other catastrophic events and prepare for the threats and hazards that pose the greatest risk to the security of Texas citizens. The purpose of this solicitation is to assist high-threat, high-density Urban Areas in efforts to build and sustain the capabilities necessary to prevent terrorist attacks and support critical prevention and protection activities.

If Grant #59983-01 is approved and awarded, Baytown Fire's HazMat Team will use the grant funds to purchase specialized detection equipment, a 1-year equipment warranty for tools and accessories used by first responders for use in soft targets/crowded places and other CBRN-related incidents to reduce risk throughout Baytown and the Houston UASI Region through screening and detection operations. The funds may also be used to train 30 members of the HazMat team at the Baytown Fire Training Facility. There is no local match required for this project. The total project cost is $132,574.74.

Fiscal Impact

Fiscal Year: 2027

Acct Code:

Source of Funds (Operating/Capital/Bonds): Grant

Funds Budgeted Y/N: N

Amount Needed: 132,574.74

Fiscal Impact (Additional Information):

100% grant-funded project on a reimbursement basis. No local match.

Attachments

RESOLUTION_FY26_UASI_Appl_Designate_AO-FO_2026-04-28

Sample Res w/Required Language

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE CITY MANAGER TO MAKE AN APPLICATION TO THE OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE'S HOMELAND SECURITY GRANT DIVISION, IN RESPONSE TO THE FY2026 URBAN AREA SECURITY INITIATIVE - REGULAR PROJECTS (UASI-R) SOLICITATION CONCERNING GRANT # 599803-01 ON BEHALF OF THE FIRE DEPARTMENT TO SUSTAIN THE HAZMAT TEAM; DESIGNATING THE AUTHORIZED REPRESENTATIVE WITH AUTHORITY TO ACCEPT OR AFFIRM ANY GRANT AWARD THAT MAY RESULT THEREFROM; DESIGNATING THE FINANCIAL OFFICER WITH POWER TO SUBMIT FINANCIAL AND/OR PROGRAMMATIC REPORTS OR ALTER A GRANT ON BEHALF OF THE CITY OF BAYTOWN; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Manager of the City of Baytown is hereby authorized to make an application to the Office of the Governor, Public Safety Office' s Homeland Security Grant Division, in response to the FY2026 Urban Area Security Initiative- Regular Projects (UASI- R) solicitation concerning Grant# 599803-01 on behalf of the Fire Department to sustain the HazMat Team;

Section 2: That it is in the best interest of the citizens of the City of Baytown that the Baytown Fire Department HazMat Team – Soft Targets Protection Project be operated for the 2026 (Year); and

Section 3: That the City Manager is hereby designated as the Authorized Official for all purposes. The City Manager as Authorized Official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

Section 4: That the Director of Finance is hereby designated as the Financial Officer. The Financial Officer is given the power to submit financial and/or programmatic reports or alter a grant on behalf of the City of Baytown.

Section 5: That in the event of loss or misuse of the grant funds, the City Council of the City of Baytown hereby assures the Office of the Governor of the State of Texas that such grant funds will be returned in full.

Section 6: That there is no local match required for this project.

Section 7: That this resolution shall take effect immediately from and after its passage by the City Council of the City of Baytown.

NOW THEREFORE, BE IT RESOLVED that the City of Baytown approves submission of the grant application for the FY2026 Urban Area Security Initiative (UASI) Houston Regular

Solicitation to the Office of the Governor and designates the City Manager as Authorized Official and the Director of Finance as Financial Officer.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 14th day of May, 2026.

CHARLES JOHNSON, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMOND, City Attorney

Grant Number: 599803-01

SAMPLE RESOLUTION

WHEREAS, The _____ (Governing Body) finds it in the best interest of the citizens of _____, (Geographic Area) that the _____ (Name of Project) be operated for the _____ (Year); and

WHEREAS, _____ (Governing Body) agrees to provide applicable matching funds for the said project as required by the _____ (Funding Source) grant application; and

WHEREAS, _____ (Governing Body) agrees that in the event of loss or misuse of the Office of the Governor funds, _____ (Governing Body) assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, _____ (Governing Body) designates _____ (Name and/or Position Title) as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

WHEREAS, _____ (Governing Body) designates _____ (Name and/or Position Title) as the grantee's financial officer. The financial officer is given the power to submit financial and/or programmatic reports or alter a grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that _____ (Governing Body) approves submission of the grant application for the _____ (Name of Project) to the Office of the Governor.

Signed by:

Passed and Approved this _____ (Day) of _____ (Month), _____ (Year)

Grant Number: _____

CITY COUNCIL MEETING 7. b.

Meeting Date: 05/14/2026

Subject: Consider an ordinance authorizing an Elevation Project Agreement to Reimburse Homeowners for Pre-approved elevation construction contractors through FY22 FMA Grant.

Prepared for: Kenneth Dobson, Fire **Prepared by:** Leasa Lopez, Finance

Department: Fire

Information

ITEM

Consider an ordinance authorizing an Elevation Project Agreement with Homeowners to issue payment to pre-approved elevation contractors through the FY22 Flood Mitigation Assistance Grant issued by FEMA and administered by the Texas Water Development Board.

PREFACE

The City of Baytown was awarded an FY2022 Flood Mitigation Grant #2200012797 in the amount of $749,700 from the Federal Emergency Management Agency (FEMA) which is managed by the Texas Water Development Board (TWDB). The FMA program is a competitive, annual program that provides funding to state, local and tribal governments to reduce or eliminate the risk of repetitive flood damage to buildings insured by the National Flood Insurance Program (NFIP). The focus of the program is on reducing reliance on federal disaster assistance by funding property acquisitions, elevations, and localized flood reduction projects.

The proposed ordinance authorizes the City Council to approve two Elevation Project Agreements between the City of Baytown as the FY22 FMA grant recipient and the homeowners of 1400 and 1422 Kilgore Road to reimburse costs associated with the elevation of their homes. The costs are outlined in the attached Elevation Contracts between the homeowners and two pre-approved elevation construction contractors: Planet Three Consulting and Arkitektura.

The Elevation Project Agreement outlines the terms and conditions of the Texas Water Development Board / FYT22 FEMA Flood Mitigation Assistance (FMA) award and authorizes City to issue payment to a pre-approved list of elevation contractors as selected by homeowners to elevate property and mitigate flood losses. There is no local match required for this project; the reimbursements to homeowners are funded by the grant.

Fiscal Impact

Fiscal Year: 2026

Acct Code: FEMA2503-FEDERGRANT-FEMAPROJ

Source of Funds (Operating/Capital/Bonds): Grant

Funds Budgeted Y/N: N

Amount Needed: 749700

Fiscal Impact (Additional Information):

The TWDB Award #2200012797 for $749,700 covers all costs associated with this project through advanced funding (Total received to date: $596,702.06). MUNIS budget string = FEMA2503-FEDERGRANT-FEMAPROJEC-FMA_HM_ELV

There is no local match required; no out of pocket expenditures for the City.

The Elevation Project Agreements bind the City to pay the homeowners of 1400 and 1422 Kilgore Roads and the agreements the homeowners entered into individually with subcontractors they selected to demonstrate the reimbursable contract amounts are provided.

Attachments

Ordinance for Professional Services Approve Contracts for Elevation Grant Disaster Relief
1400 Kilgore_Logan-COB
1400 Kilgore_Logan-Arkitektura
1422 KILGORE RD - EPA Fully signed
1422 Kilgore_Fette-Planet3
FY22 FMA Award

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPROVING TWO PROPERTIES AS RECIPIENTS OF THE FY22 FLOOD MITIGATION ASSISTANCE (FMA) PROGRAM, 1400 AND 1422 KILGORE ROAD; AUTHORIZING REIMBURSEMENT TO RECIPIENTS; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

WHEREAS, on or about July 14, 2024, the City of Baytown (CITY), entered into a CONTRACT with the Texas Water Development Board (TWDB), the RECIPIENT, serving as administrator of the Federal Emergency Management Agency (FEMA) Flood Mitigation Assistance (FMA) Program to reduce or eliminate the risk of repetitive flood damage to buildings insured by the National Flood Insurance Program (NFIP).

WHEREAS, CITY applied through TWDB for a FEMA project grant under the FMA Program to mitigate specific flood problems.

WHEREAS, the United States of America, through the Director of FEMA, has agreed to provide funds to CITY, through TWBD, for the federal share of THE TOTAL PROJECT COST.

WHEREAS, CITY will receive grant funds and will be responsible for the execution of the Contract.

WHEREAS, two properties have been identified as qualifying for the FY22 FMA grant, 1400 and 1422 Kilgore Road, and each has entered into a contract with a pre-approved elevation construction contractor to do the elevation: Planet Three Consulting and Arkitektura.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown, Texas accepts all of the recitals in the foregoing paragraphs as true and incorporates them by reference as if fully set forth herein.

Section 2: That the City Council of the City of Baytown, Texas approves two Elevation Project Agreements as FY22 FMA grant recipients concerning their homes located at 1400 and 1422 Kilgore Road The costs are outlined in the attached Elevation Contracts and the two pre-approved elevation construction contractors: Planet Three Consulting and Arkitektura. The City Council of the City of Baytown authorizes reimbursement according to the July 14, 2024 contract identified above and as outlined below:

Homeowner	**Property Address**	**Pre-Approved Elevation Construction Contractor**	**Amount**
Thomas Logan	1400 Kilgore Rd	Arkitektura Development, Inc.	$335,916.98
William Fette III and Nance Fette	1422 Kilgore Rd	Planet Three Consulting Corp	$332,980.60

Section 3: That the City Council of the City of Baytown authorizes the City Manager to perform any duties necessary reimburse the funds to the proper recipients according to the July 14, 2024 contract.

Section 4: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 14th day of May, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

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ELEVATION PROJECT AGREEMENT

THIS ELEVATION PROJECT AGREEMENT ("Agreement") is entered into this 22nd day of MAY, 2025 (hereinafter referred to as the "Effective Date") by and between **the City of** Baytown, (hereinafter referred to as "CITY") and Thomas Logan, (hereinafter referred to as the "RECIPIENT").

WHEREAS, the CITY has received a FEMA Flood Mitigation Assistance (FMA) grant, administered by the State of Texas, Texas Water Development Board, (hereinafter referred to as the "TWDB"), for the elevation of Flood Prone homes; and

WHEREAS, the goals of the FMA program include assisting States and communities participating in the NFIP in reducing or eliminating the long-term flood risks to severe repetitive loss properties; and

WHEREAS, the CITY, on behalf of the RECIPIENT, has applied for and had approved, FMA program funds (herein "Program Funds" or "Elevation Contract Amount") to elevate the home owned by the RECIPIENT, located at 1400 KILGORE RD, Baytown TX 77520 ("Property");

WHEREAS, FEMA and the TWDB have adopted guidelines and rules providing which building systems or components are eligible for FEMA funding for structure elevation as provided in the Federal Emergency Management Agency, *Hazard Mitigation Guidance Addendum*, Hazard Mitigation Grant Program, Pre-Disaster Mitigation Program, and Flood Mitigation Assistance Program pp. 74-80 (February 27, 2015); and

WHEREAS, where this agreement refers to the responsibilities the RECIPIENT, in all such references, CITY will assist the RECIPEINT in meeting these requirements/ obligations; therefore

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS MADE AND AGREED UPON TO BE KEPT HEREIN, THE CITY AND THE RECIPIENT DO MUTUALLY AGREE AS FOLLOWS:

(1) SCOPE OF WORK, REPRESENTATIVE AND WARRANTIES:

1.01 The RECIPIENT (WITH DIRECT SUPPORT FROM CITY AND THE CITY'S PROJECT MANAGEMENT CONSULTANT) shall fully perform the flood mitigation Project attached hereto as Attachment A (herein the "Project"), in accordance with the approved scope(s) of work indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. RECIPIENT shall comply with all applicable codes and standards in performing the work under this Agreement.

1.02 RECIPIENT represents and warrants that the structure proposed for assistance from this Agreement is currently covered by an NFIP backed flood insurance policy and shall remain so insured for the life of the property.

1.03 In performing the Scope of Work RECIPIENT (WITH DIRECT SUPPORT FROM CITY AND THE CITY'S PROJECT MANAGEMENT CONSULTANT) agrees to ensure performance of all activities described in Attachment A to the satisfaction of the CITY.

1.04 RECIPIENT represents and warrants that the Project must be completed to at least Eighteen Inches above the Base Flood Elevation (BFE).

1.05 RECIPIENT shall submit to the CITY a Certificate of Occupancy and Final Elevation Certificate to certify that the structure is elevated to at required height above the BFE. (Certificate of Occupancy and Final Elevation Certificate to be provided to RECIPIENT by the elevation contractor as part of final draw). Model Restrictions are included in Attachment E of this Agreement. In addition, RECIPIENT shall provide a certification from a building official or licensed design professional verifying the structure was elevated to the minimum requirements of the CITY's Floodplain Management Ordinance. These documents shall be submitted before closeout can be completed and will be provided to RECIPIENT by the elevation contractor as part of final draw).

1.06 RECIPIENT (WITH DIRECT SUPPORT FROM CITY AND THE CITY'S PROJECT MANAGEMENT CONSULTANT represents and warrants that the Project must follow all applicable state, local and federal laws, regulations, requirements, and that the RECIPIENT will obtain (before starting Project work) and comply with all required permits and approvals – permits will be obtained by the elevation contractor and provide to the RECIPIENT and Project Management Consultant.

(2) FUNDING

2.01 The CITY shall provide FMA funds identified in the FMA grant, administered by the Texas Water Development Board. After carefully reviewing the quotes received from the Elevation Contractors, Recipient has chosen to use Arkitektura Development, Inc. to elevate Recipient's property. The Elevation cost associated with the Recipient's chosen elevation contractor, as detailed in Attachment B, are $335,916.98. In addition, there is a Project management fee of $6,000.00.

The Recipient shall be reimbursed for FMA eligible costs up to an amount not to exceed $341,916.98 (this includes elevation contract amount and project management, listed above) incurred in the satisfactory performance of work required to complete the Project.

CONTRACTOR will submit invoices to RECIPIENT and CITY. CITY will be responsible for payment of said invoices to CONTRACTOR. CITY will be responsible for payment of said invoices to CONTRACTOR.

2.01.01 In the event that CONTRACTOR has provided Performance and Payment Bonds, CONTRACTOR shall be entitled to request up to four (4) disbursements from the ELEVATION CONTRACT AMOUNT after completing each phase of work and submitting the following documentation to CITY;

a. **Phase 1 Pre-elevation/mobilization** - 30% of the total ELEVATION CONTRACT AMOUNT upon receipt of inspector's report plus the submittal of the following:

   1. CONTRACTOR invoice;
   2. Initial elevation certificate
   3. Contractor Non-Eligible Work Acknowledgement
   4. Copies of requisite permits
   5. Copy of fully executed ELEVATION AGREEMENT between RECIPIENT and CONTRACTOR.
   6. Pre-elevation photographs – minimum of two (2) views each of front and back to show all four exterior walls; and
   7. Signed and notarized CONTRACTOR Lien Waiver Affidavit (Interim) Form.

b. **Phase 2 Raised, ready to set, building department inspections** – 30% of the total ELEVATION CONTRACT AMOUNT, provided that at least 60% of the Elevation construction is complete and CONTRACTOR' S submittal of the following:

   1. CONTRACTOR invoice;
   2. Contractor provided Engineer Concurrence as to 60% completion
   3. RECIPIENT written concurrence with payment of draw If RECIPIENT refuses to concur with this draw, the CITY will have final say as to whether the work is complete to the satisfaction of the CITY building code inspector and in accordance with the grant. CITY reserves the right to authorize this final payment, for the purposes of closing out the grant eligible work. In this unusual situation, the RECIPEINT reserves the right to take whatever action against the CONTRACTOR they feel is necessary to resolve the dispute. Any and all legal fees incurred by the homeowner in pursuit of any and all claims against the contractor would be solely at the homeowner's expense;

4. Signed and notarized CONTRACTOR Lien Waiver Affidavit (Interim) Form; and

c. **Phase 3 Structure elevated to design height, foundation installed, mechanicals reconnected** - 30% of the total ELEVATION CONTRACT AMOUNT, provided that at least 90% of the Elevation construction is complete and upon receipt of inspector's report plus the submittal of the following:

   1. CONTRACTOR invoice;

   2. Contractor provided Engineer Concurrence as to 90% completion

   3. RECIPIENT written concurrence with payment of draw. If RECIPIENT refuses to concur with this draw, the CITY will have final say as to whether the work is complete to the satisfaction of the CITY building code inspector and in accordance with the grant. CITY reserves the right to authorize this final payment, for the purposes of closing out the grant eligible work. In this unusual situation, the RECIPEINT reserves the right to take whatever action against the CONTRACTOR they feel is necessary to resolve the dispute. Any and all legal fees incurred by the homeowner in pursuit of any and all claims against the contractor would be solely at the homeowner's expense;

   4. Signed and notarized CONTRACTOR Lien Waiver Affidavit (Interim) Form; and

d. **Phase 4 Final Inspection, occupancy certificate, all grant requirements met** - 10% of the total ELEVATION CONTRACT AMOUNT, provided that the elevation construction is complete and upon receipt of inspector's report plus the submittal of the following:

   1. Final CONTRACTOR invoice;

   2. Post Elevation - Elevation Certificate (FEMA Form 086-0-33, or most current FEMA Elevation Certificate if new version is available);

   3. Certificate of occupancy, or building code department concurrence the project is complete;

   4. Signed and notarized Lien Waiver Affidavit CONTRACTOR Form;

   5. Copy of CONTRACTOR Warranties that have been signed by RECIPIENT

   6. If ADA elevator or lift was installed, elevator installation specifications and engineering concurrence that elevator was installed in accordance with said specifications. These documents provided to both the CITY and the RECIPIENT;

   7. RECIPIENT written concurrence with payment of this final draw – if RECIPIENT refuses to concur with the final draw, the CITY will have final say as to whether the work is complete to the satisfaction of the CITY building code inspector and in accordance with the grant. CITY reserves the right to authorize this final payment, for the purposes of closing out the grant eligible work. In this unusual situation, the RECIPEINT reserves

the right to take whatever action against the CONTRACTOR they feel is necessary to resolve the dispute. Any and all legal fees incurred by the homeowner in pursuit of any and all claims against the contractor would be solely at the homeowner's expense;

8. Contractor provided Engineer Concurrence as to 100% completion;
9. Final elevation photographs – minimum of three (3) views each of front and each side to show all four exterior walls.

2.01.02 In the event that the CONTRACTOR has not provided Payment and Performance Bonds, CONTRACTOR will not be given notice to proceed and the work will not begin until said Performance Bond is provided. If CONTRACTOR is unable to provide a Performance Bond, the RECIPENT will be instructed to choose another contractor. Performance Bonds, and Payment bonds shall be for the total project costs, to include both grant eligible and RECIPIENT (grant ineligible) costs.

2.02 Allowable costs shall be determined in accordance with the 2 Code of Federal Regulations (CFR) 200, and 44 CFR Part 79, and other applicable FMA program guidance. The payment to the selected CONTRACTOR-shall be provided upon request from the RECIPIENT as each phase of the project is completed and approved by the building inspection department and submittal of required receipts from the RECIPIENT (WITH DIRECT SUPPORT FROM CITY AND THE CITY'S PROJECT MANAGEMENT CONSULTANT).

2.03 The final payment of funds to the CONTRACTOR will be made only after Project completion, submission of all required documentation and a formal request for final payment. Payment and retention of all funding under this Agreement is subject to final review.

2.04 In recognition that the RECIPIENT will have and receive full value and benefit from the Project, the RECIPIENT waives any claim whatsoever to Project funds not received by the CITY from other funding sources.

2.05 Funds may be recaptured from the RECIPIENT by the CITY or FEMA in the event of non-compliance with the terms and conditions of this Agreement. The RECIPIENT consents and agrees that in the event of a final determination of non-compliance, the RECIPIENT shall immediately remit repayment of the ineligible expenses to the CITY. In the alternative, any other funds due and payable to the RECIPIENT from either FEMA or the CITY may be retained by the CITY or FEMA for purposes of recapture. Recapture may result from any non-compliance, including but not limited to (1) failure to provide the required matching funds; (2) failure to complete the Project within the specified time or failure to complete the Project in accordance with applicable provisions of this Agreement, FEMA regulations, or other applicable law or guidance.

2.06 It is understood that there are two Agreements associated with this elevation:

- This agreement between the CITY the Recipient
- An agreement between the Recipient and the Elevation Contractor, ELEVATION CONTRACTOR – (Attachment B attached hereto)

The Agreement between the RECIPIENT and Contractor indicates RECIPIENT is responsible for payment under this grant, however, as indicated above, payment for work completed under the terms of this agreement, will be made from the CITY directly to the Elevation contractor, on the RECIPIENT's behalf. Therefore, in the agreement between RECIPIENT and CONTRACTOR, the RECIPIENT has assigned its right to all monies the RECIPIENT is entitled to be paid by the CITY for the work performed by CONTRACTOR. Additionally, the CITY hereby acknowledges CONTRACTOR as a third-party beneficiary to this agreement and further acknowledges that RECIPIENT has assigned its right to be paid by the CITY to CONTRACTOR.

(3) INCORPORATION OF LAW, RULES, REGULATIONS AND POLICIES

3.01 Both the RECIPIENT and the CITY shall be governed by applicable federal, Texas, and COUNTY laws, rules, regulations and agreements.

(4) PERIOD OF AGREEMENT

4.01 This Agreement shall commence upon the Effective Date and shall remain in full force and effect as to its provisions, terms and conditions until two years after the effective date unless terminated earlier in accordance with the provisions of paragraphs (7) or (11) of this Agreement.

(5) MODIFICATION OF CONTRACT

5.01 Modification of the provisions of this Agreement shall be with the mutual consent of the parties. Modifications shall be valid only when reduced to writing, duly signed by each of the parties hereto and attached to the original of this Agreement.

(6) RECORDKEEPING, PROCUREMENT AND PROPERTY MANAGEMENT

1.a.1 All original records pertinent to this Agreement shall be retained by the CITY on the RECIPIENT's behalf, for three (3) years following the date of termination of this Agreement or of submission of the final close-out report by the CITY, whichever is later, with the following exception:

If any litigation, claim or audit is started before the expiration of the three-year period and extends beyond the three-year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved, or until the expiration of any minimum record retention requirement required by law, whichever is greater.

6.02 All records, including the supporting documentation of all program costs, shall be sufficient to determine compliance with the requirements and objectives of the Budget, Scope of Work and Schedule-- Attachments A, B, and C -- and all other applicable laws and regulations. The CITY ON THE RECIPIENT'S BEHALF, agrees to implement and maintain a recordkeeping and financial management system sufficient to meet FEMA and State of Texas financial reporting requirements and to document that FMA funds have been used in accordance with applicable law.

6.03 The RECIPIENT, its employees or agents including all subcontractors or consultants to be paid from funds provided under this Agreement shall allow access to CITY ON THE RECIPIENT'S BEHALF,'s records at reasonable times to the CITY, its employees or agents. "Reasonable" shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the CITY. To the extent that the RECIPIENT uses the services of subcontractors and consultants in the performance of the RECIPIENT's duties and obligations under this Agreement, this Section 6.03 must be contained in any subcontract or consultant agreement.

(7) REPORTS

1.1 The RECIPIENT shall keep in close contact with the CITY and will notify the CITY of any contact information or Project circumstance changes. The CITY will issue official letters, call official meetings and require documentation to be submitted on a periodic basis. RECIPIENT shall respond in writing to the CITY within ten (10) business days of the date of any written or oral inquiry by the CITY to ensure Project timelines are met and compliance with the state and federal government requirements are achieved.

If all required documentation and cooperation are not provided by the RECIPIENT to the CITY, the CITY may withhold further payments until such documentation and cooperation are completed or the CITY may take such other action as set forth in paragraph (11)

The RECIPIENT shall respond in writing to the CITY within ten (10) business days of the date of any written or oral inquiry by providing such additional Project updates or information as may be requested by the CITY.

(8) MONITORING

8.01 The CITY ON THE RECIPIENT'S BEHALF, shall constantly monitor the project performance under this Agreement to ensure that time schedules are being met; and the work included in the Contract between the RECIPIENT and the CONTRACTOR ("Elevation Contract") Exhibit B and C is within specified time periods. Such a review shall be made for each function or activity as set forth in Attachments A, B and C to this Agreement and the terms and conditions of the Agreement. The CITY may perform on-site or other types of Project monitoring as it deems necessary. Should the elevation be found to be insufficient in meeting the stated terms of this Agreement and/or the Elevation Contract, the CITY may request explanations, amendments or further specifications to the submitted report to which the RECIPIENT shall respond in writing to the CITY within ten (10) business days of the date of any written or oral inquiry.

(9) LIABILITY

9.01 The RECIPIENT agrees to be fully responsible for his own negligent acts or omissions or tortious acts. Nothing herein shall be construed as consent by the CITY or a State agency or subdivision of the State of Texas to be sued by third parties in any matter arising out of this Agreement.

9.02 The CITY ON THE RECIPIENT'S BEHALF, represents and warrants that hazardous and toxic materials, if present at any locations where the Project will be performed, are at levels within regulatory limits and do not trigger action by the Federal, State or local laws or regulations. The RECIPIENT (WITH DIRECT SUPPORT FROM CITY AND THE CITY'S PROJECT MANAGEMENT CONSULTANT) further represents and warrants that the presence of any condition(s) or material(s) on site, which are subject to Federal, State or local laws or regulations (including but not limited to: above ground or underground storage tanks or vessels, or asbestos, pollutants, irritants, pesticides, contaminants, petroleum products, waste, chemicals and septic tanks), shall be handled and disposed of in accordance with Federal, State or local laws or regulations.

(10) GENERAL INDEMNIFICATION

10.01 *General Tort Indemnity*. The RECIPIENT agrees to and will at all times indemnify, save and hold harmless the CITY from all liability and claims, demands, damages and costs of every kind and nature, including attorney's fees at trial or appellate levels, and all court costs arising

out of injury to or death of persons and damages to any and all property including loss of use thereof resulting from or in any manner arising out of the RECIPIENT's relationship with its employees, agents, contractors, and/or subcontractors, or those under their control's performance under this Agreement, excepting only liability resulting from the sole negligence of the CITY. The RECIPIENT shall, upon request from the CITY, defend and satisfy any and all suits arising from its use of the premises.

10.02 *Environmental Indemnity.* The RECIPIENT agrees to and will at all times indemnify, defend and hold harmless the CITY from including, without limitation, any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs of cleanup, containment or other remediation, and all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) arising from or in connection with (a) the actions or activities of the RECIPIENT, its employees, agents, contractors, and/or subcontractors, or those under their control that result in a violation of any environmental law, ordinance, rule or regulation or that leads to an environmental claim or citation or to damages due to such actions or activities, (b) any environmental, health and safety liabilities arising out of or relating to the operation or other activities performed in connection with this Agreement by the RECIPIENT , its employees, agents, contractors, and/or subcontractors, or those under their control at any time or on prior to the day and year first above written or (c) any bodily injury,(including illness, disability and death, regardless of when any such bodily injury occurred, was incurred or manifested itself), personal injury, property damage (including trespass, nuisance, wrongful eviction, and deprivation of the use of real property) or other damage of or to any person in any way arising from any hazardous activity conducted by the RECIPIENT, its employees, agents, contractors, and/or subcontractors, or those under their control. The CITY will be entitled, but not required, to control any remedial action, any proceeding related to an environmental claim.

10.03. *Violation of Laws Indemnity.* The RECIPIENT agrees to and will at all times indemnify, defend and hold harmless the CITY and Jeffrey S. Ward & Associates, Inc., from including without limitation, any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) arising from or based upon the violation of any federal, state or local laws, statutes, ordinances, resolutions, rules or regulations, by the RECIPIENT, its employees, agents, contractors, and/or subcontractors, or those under their control.

10.04 *Breach of Representations, Warranties and Obligations Indemnity.* The RECIPIENT agrees to, and will at all, times indemnify, defend and hold harmless the CITY Jeffrey S. Ward & Associates, Inc, from including, without limitation, any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) which may be incurred by, charged to or recovered from any of the foregoing, arising directly or indirectly out of (a) any breach of any representation or warranty made by the RECIPIENT, its employees, agents, contractors, and/or subcontractors, or those under their control pursuant to this Agreement or (b) any breach of any covenant or obligation of the RECIPIENT, its employees, agents, contractors, and/or subcontractors, or those under their control set forth in this Agreement or any other certificate, document, writing or other instrument delivered by the RECIPIENT, its employees, agents, contractors, and/or subcontractors, or those under their control pursuant to this Agreement.

(11) DEFAULT, REMEDIES, TERMINATION

11.01 If any of the following events occur and the ("Events of Default"), all obligations on the part of the CITY to make any further payment of funds hereunder shall, if the CITY so elects, terminate and the CITY may at its option exercise any of the remedies set forth herein; the CITY may take, any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies and without becoming liable to make any further payment:

11.01.01.a. If any warranty or representation made by RECIPIENT in this Agreement or any previous Agreement with the CITY shall at any time be false or misleading in any respect.

11.01.01.b. If the RECIPIENT shall fail to keep, observe or perform any of the terms or covenants contained in this Agreement or any previous agreement with the CITY, and the RECIPIENT has not cured such Event of Default within thirty (30) days of the date of written notice to the RECIPIENT from the CITY;

11.01.02. If Project funds from mortgage lenders or other sources are not received because of defaults in the mortgages, construction loan agreements, or other loan documents used for the RECIPIENT's funding of the Project and the RECIPIENT has not cured such Event of Default within thirty (30) days of the date of written notice to the RECIPIENT from the CITY;

11.01.03. If any reports required by this Agreement have not been submitted to the CITY or have been submitted with incorrect, incomplete or insufficient information and the RECIPIENT has not cured such Event of Default within thirty (30) days of the date of written notice to the RECIPIENT from the CITY;

11.01.04. If the RECIPIENT (WITH DIRECT SUPPORT FROM CITY AND THE CITY'S PROJECT MANAGEMENT CONSULTANT) failed to perform and complete in a timely fashion any of the Project work required under the Elevation Contract attached hereto as Attachment B and C and the RECIPIENT (WITH DIRECT SUPPORT FROM CITY AND THE CITY'S PROJECT MANAGEMENT CONSULTANT) has not cured such Event of Default within thirty (30) days of the date of written notice to the RECIPIENT from the CITY;

11.01.05. If the necessary funds are not available to fund this Agreement as a result of action by the CITY, Legislature, the State of Texas Office of the Comptroller or the Office of Management & Budget.

11.02 Upon the happening of an Event of Default, and upon the RECIPIENT's failure to timely cure, where applicable, the CITY may exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the following remedies shall not preclude the CITY from pursuing any other remedies contained herein or otherwise provided at law or in equity:

11.02.01. Terminate this Agreement;

11.02.02. Commence an appropriate legal or equitable action to enforce performance of this Agreement;

11.02.03. Withhold or suspend payment of all or any part of a request for payment;

11.02.04. Exercise any corrective or remedial actions, to include but not be limited to, requesting additional information from the RECIPIENT to determine the reasons for or the extent of non-compliance or lack of performance, issuing a written warning to advise that more serious measures may be taken if the situation is not corrected, advising the RECIPIENT to suspend, RECIPIENT to reimburse the CITY for the amount of costs incurred for any items determined to be ineligible; and,

11.02.05. Exercise any other action or remedies which may be otherwise available under law.

11.03 The RECIPIENT shall return funds to the CITY if found in non-compliance with laws, rules, and regulations governing the use of the funds made available pursuant to this Agreement. Funds shall be delivered by certified check or money order made payable to the CITY within thirty (30) days from the date of the written demand from the CITY.

11.04 This Agreement may be terminated by the written mutual consent of both parties.

11.05 Notwithstanding the above, the RECIPIENT shall not be relieved of liability to the CITY by virtue of any breach of Agreement by the RECIPIENT. The CITY may withhold any

payments to the RECIPIENT, from this or any other agreement between the RECIPIENT and the CITY, for purpose of set-off until such time as the exact amount of damages due the CITY from the RECIPIENT is determined.

(12) NOTICE AND CONTACT

12.01 All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery or first class mail, certified mail or return requested to the representative identified below and the said notification attached to the original of this Agreement.

12.02 The name and address of the CITY contract manager for this Agreement is:

David Alamia, Emergency Management Coordinator

2401 Market St, Baytown TX 77520

281-422-1129

david.alamia@baytown.org

12.03. The name and address of the Representative of the RECIPIENT responsible for the administration of this Agreement is:

Thomas Logan

1400 KILGORE RD Baytown TX 77520

713-417-1629

flhtcui100@yahoo.com

12.04. In the event that different representatives are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be rendered as provided in Section 12.02 and 12.03 above.

(13) OTHER PROVISIONS

13.01. The validity of this Agreement is subject to the truth and accuracy of all the information, representations and materials submitted or provided by the RECIPIENT in the Application, in

any subsequent submission or response to the CITY request or in any submission or response to fulfill the requirements of the Agreement and such information, representations and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall at the option of the CITY, cause the termination of this Agreement and the release of the CITY from all its obligations to the RECIPIENT.

13.02. This Agreement shall be construed under the laws of the State of Texas and venue for any actions arising out of this Agreement shall lie exclusively in the courts of The City of Conroe. If any provision hereof is in conflict with any applicable Statute or Rule or is otherwise unenforceable, then such provision shall be deemed severable but shall not invalidate any other provision of this Agreement.

13.03 No waiver by the CITY of any right or remedy granted hereunder or failure to insist on strict performance by the RECIPIENT shall affect or extend or act as a waiver of any other right or remedy of the CITY hereunder, or affect the subsequent exercise of the same right or remedy by the CITY for any further or subsequent default by the RECIPIENT. Any power approval or disapproval granted to the CITY under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.

13.04 Utilities: RECIPIENT is responsible for authorizing the disconnection of electricity, telephone, cable and gas as directed by the CONTRACTOR. RECIPIENT is responsible for all utility bills during elevation. RECIPIENT is responsible for authorizing reconnection of all utilities as directed by the CONTRACTOR. Any upgrades required by utility company for reconnection are not eligible costs hereunder.

13.05. The Agreement may be executed in any number of counterparts any one of which may be taken as an original.

(14) FINANCIAL REQUIREMENTS

In addition to the requirements of Section 6 of this Agreement:

14.01. The CITY ON THE RECIPIENT'S BEHALF, agrees to maintain receipts and other documents in order to account for the receipt and expenditure of funds under this Agreement.

14.02. These records shall be available at all reasonable times for inspection, review or audit by State personnel and other personnel duly authorized by the CITY. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m. local time, Monday through Friday.

14.03 The CITY ON THE RECIPIENT'S BEHALF, shall maintain the records, reports, or financial statements for the purposes of auditing and monitoring the funds awarded under this

Agreement and the RECIPIENT shall respond in writing to the CITY within ten (10) business days of the date of any written or oral request.

14.04 The CITY ON THE RECIPIENT'S BEHALF, shall retain all financial records, supporting documents, statistical records and any other documents pertinent to this contract for a period of three (3) years after the date of the submission of the final expenditure report. However, if litigation or an audit has been initiated prior to the expiration of the three-year period, the records shall be retained until the litigation or audit findings have been resolved.

(15) SUBCONTRACTS

15.01. If the RECIPIENT subcontracts any or all of the work required under this Agreement, the RECIPIENT agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this Agreement with the CITY.

15.02. The RECIPIENT (WITH DIRECT SUPPORT FROM CITY AND THE CITY'S PROJECT MANAGEMENT CONSULTANT) agrees to include in the subcontract that the subcontractor shall hold the CITY and the RECIPIENT harmless against all claims of whatever nature arising out of the subcontractor's performance of work for the RECIPIENT.

15.03 Contractual arrangements shall in no way relieve the RECIPIENT of his responsibility to ensure that all funds issued pursuant to this Agreement be administered in accordance with all Federal, State or local laws or regulations.

(16) TERMS AND CONDITIONS

16.01. The Agreement constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by either party hereunder. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party, or any representative of either party, which is not expressed herein shall be binding.

(17) ATTACHMENTS

17.01. All attachments to this Agreement are incorporated as if set out fully herein.

17.02. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments hereto, the language of such attachments shall be controlling but only to the extent of such conflict or inconsistency.

17.03. This Agreement has the following attachments:

Attachment A	TWDB Contract No. 2200012797 Contract between CITY and TWDB – incorporated by reference
Attachment B	Elevation Contract Between RECIPIENT and CONTRACTOR
Attachment C	Model Acknowledgement of Conditions for Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds
Attachment D	HOA Acknowledgement
Attachment E	Non-Eligible Work Acknowledgement
Attachment F	Engineering Acknowledgement
Attachment G	Deed Restriction (Original Needs to be returned)
Attachment H	Affidavit of Right to Place Forced NFIP Flood Insurance

(18) STANDARD CONDITIONS

18.01 The RECIPIENT agrees to be bound by the following standard conditions:

18.01.01. The State of Texas's performance and the CITY's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature and subject to any modification in accordance with Chapter 216 and Chapter 252.37, F.S. or the Texas Constitution.

18.01.02. If mutually agreed by the parties, an extension of this Agreement shall be in writing for a period not to exceed three (3) months and shall be subject to the same terms and conditions set forth in this Agreement. There shall be only one extension of the Agreement granted to the RECIPIENT unless the RECIPIENT can prove to the satisfaction of the CITY that failure to meet the criteria set forth in the Agreement for completion is due to events beyond the control of the RECIPIENT. Any extension of this Agreement is contingent upon receipt of written permission from the State and Federal agencies involved with this Agreement to extend their agreements with the CITY to accommodate an extension request of this Agreement by the RECIPIENT.

1.a.3 All bills for fees or other compensation for services or expenses shall be submitted in

Detail sufficient for a proper pre-audit and post-audit thereof to the CITY.

(19) STATE LOBBYING PROHIBITION

19.01. No funds or resources received from the CITY in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the Texas Legislature or the CITY.

(20) LEGAL AUTHORIZATION

20.01. The RECIPIENT certifies with respect to this Agreement that the RECIPIENT possesses the legal authority to receive the funds to be provided under this Agreement. The RECIPIENT also certifies that the RECIPIENT possesses the authority to legally execute and bind the RECIPIENT to the terms of this Agreement, and that the RECIPIENT are all persons having legal or equitable title to the property on which the Project is being accomplished.

(21) ASSURANCES

21.01. The RECIPIENT shall comply with the Statement of Assurances included in Attachment A. Failure of the RECIPIENT to comply with the federal, state and local laws, Executive Orders, agreements and regulations referenced in Attachment A of this Agreement as well as failure to comply with any other term of this Agreement or federal, state or local laws and regulations shall be cause for the immediate suspension of payments or the immediate termination of this Agreement at the option of the CITY.

(22) SECTION HEADINGS

22.01. Section headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

(23) CONSTRUCTION

1.1. Both parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared this Agreement. The rule sometimes referred to as *"Fortius Contra Preferentum"* shall not be applied to the interpretation of this Agreement.

(24) WARRANIES

CONTRACTOR will be required to provide Warranties to RECIPIENT for all work performed under this Agreement, CONTRACTOR will provide limited warranties and building and

performance standards in accordance with the Texas Residential Construction Commission standards in place prior to the time that the Texas Residential Construction Commission ceased to exist. At a minimum Contractor will be required to provide to each homeowner for which they complete a home elevation a written 10/2/1 warranty from third-party warranty provider. This warranty will be 10 years on the structural foundation system, 2 years on the mechanical reconnections, and 1 year on workmanship, and will include a provision that the warranty company will complete required warranty work if the Contractor is unable to perform such covered work.

CONTRACTOR will not be eligible for final payment hereunder until such Warranty policy has been delivered to RECIPIENT with copy provided to CITY with such copy signed by RECIPIENT evidencing RECIPIENT'S receipt of such Warranty policy.

The following Clauses are required clauses for any contract for a grant in which TWDB is the granting agency. The parties agree to the terms and conditions of these clauses in addition to the other provisions of this agreement. The required clauses are as follows:

(25) STATE AUDITOR CLAUSE

25.01 By executing this AGREEMENT, the RECIPIENT accepts the authority of the State Auditor's Office, under direction of the legislative audit committee, to conduct audits and investigations in connection with any and all state funds received pursuant to this AGREEMENT. The RECIPIENT shall comply with and cooperate in any such investigation or audit. The RECIPIENT agrees to provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The CITY ON THE RECIPIENT'S BEHALF, also agrees to include a provision in any subcontract related to this AGREEMENT that requires the CITY ON THE RECIPIENT'S BEHALF, to submit to audits and investigation by the State Auditor's Office in connection with any and all state funds received pursuant to the AGREEMENT.

(26) FINANCIAL RECORDS

26.01 The CITY ON THE RECIPIENT'S BEHALF,(S) and its contracted parties shall maintain satisfactory financial accounting documents and records, including copies of invoices and receipts, and shall make them available for examination and audit by the EXECUTIVE ADMINISTRATOR of TWDB. Accounting by the CITY ON THE RECIPIENT'S BEHALF,(S) and its contracted parties shall be in a manner consistent with generally accepted accounting principles.

(27) OWNERSHIP

27.01 TWDB shall have unlimited rights to technical or other data resulting directly from the performance of services under this AGREEMENT. It is agreed that all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this AGREEMENT and developed by the CITY ON THE RECIPIENT'S BEHALF,(S) or its contracted parties pursuant to this AGREEMENT shall become the joint property of the RECIPIENT(S), the CITY, and TWDB. These materials shall not be copyrighted or patented by the RECIPIENT(S) or by any consultants involved in this AGREEMENT unless the EXECUTIVE ADMINISTRATOR of TWDB approves in writing the right to establish copyright or patent; provided, however, that copyrighting or patenting by the RECIPIENT(S) or its CONTRACTOR(S) will in no way limit TWDB's access to or right to request and receive or distribute data and information obtained or developed pursuant to this AGREEMENT. Any material subject to a BOARD copyright and produced by the RECIPIENT(S) or BOARD pursuant to this AGREEMENT may be printed by the RECIPIENT(S) or TWDB at their own cost and distributed by either at their discretion. The RECIPIENT(S) may otherwise utilize such material provided under this AGREEMENT as it deems necessary and appropriate, including the right to publish and distribute the materials or any parts thereof under its own name, provided that any BOARD copyright is appropriately noted on the printed materials.

The RECIPIENT(S) and its contracted parties agree to acknowledge TWDB in any news releases or other publications relating to the work performed under this AGREEMENT.

(28) NO DEBT AGAINST THE STATE

28.01 This shall not be construed as creating any debt by or on behalf of the State of Texas, or TWDB, and all obligations of the State of Texas are subject to the availability of funds. To the extent the performance of this AGREEMENT transcends the biennium in which this AGREEMENT is entered into, this AGREEMENT is specifically contingent upon the continued authority of TWDB and appropriations therefore.

(29) LICENSES, PERMIT, AND INSURANCE

29.01 For the purpose of this AGREEMENT, the RECIPIENT(S) will be considered an independent RECIPIENT and therefore solely responsible for liability resulting from negligent acts or omissions. The CITY ON THE RECIPIENT'S BEHALF,(S) shall obtain all necessary insurance, in the judgment of the CITY ON THE RECIPIENT'S BEHALF,(S), to protect themselves, the RECIPIENT, TWDB, and employees and officials of TWDB from liability arising out of this AGREEMENT. THE RECIPIENT SHALL INDEMNIFY AND HOLD

TWDB AND THE STATE OF TEXAS HARMLESS, TO THE EXTENT THE RECIPIENT(S) MAY DO SO IN ACCORDANCE WITH STATE LAW, FROM ANY AND ALL LOSSES, DAMAGES, LIABILITY, OR CLAIMS THEREFORE, ON ACCOUNT OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER CAUSED BY THE RECIPIENT(S), ARISING OUT OF THE ACTIVITIES UNDER THIS AGREEMENT.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their undersigned officials as duly authorized.

RECIPIENT

By: _____

Printed Name: Thomas Logan

Date: 5-22-25

By: _____

Printed Name: Thomas Logan

Date: _____

THE CITY OF Baytown, TEXAS

By: _____
Jason Reynolds (Jun 4, 2025 12:36 CDT)

~~David Alamia~~

Jason Reynolds

06/04/2025

Date

Attachment A

TWDB Contract No. 2200012797 between CITY and State of Texas

Contract is incorporated by reference and can be reviewed at CITY offices

Attachment B

Elevation Contract between RECIPIENT and ELEVATION – (to be inserted once contract is executed)

Attachment C

MODEL ACKNOWLEDGEMENT OF CONDITIONS
FOR MITIGATION OF PROPERTY IN A SPECIAL FLOOD HAZARD AREA
WITH FEMA GRANT FUNDS

Property Owner: Thomas Logan

Property Address: 1400 KILGORE RD, Baytown TX 77520

As a RECIPIENT of Federally-funded hazard mitigation assistance under the Flood Mitigation Assistance program, as authorized by 42 U.S.C. §4102a, the Property Owner accepts the following conditions:

1. That the Property Owner has insured all structures that will **not** be demolished or relocated out of the SFHA for the above-mentioned property to an amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular property, whichever is less, through the National Flood Insurance Program (NFIP), as authorized by 42 U.S.C. §4001 *et seq.*, as long as the Property Owner holds title to the property as required by 42 U.S.C. §4012a.
2. That the Property Owner will maintain all structures on the above-mentioned property in accordance with the flood plain management criteria set forth in Title 44 of the Code of Federal Regulations (CFR) Part 60.3 and CITY/County Ordinance as long as the Property Owner holds title to the property. These criteria include, but are not limited to, the following measures:

    i. Enclosed areas below the Base Flood Elevation will only be used for parking of vehicles, limited storage, or access to the building;
    ii. All interior walls and floors below the Base Flood Elevation will be unfinished or constructed of flood resistant materials;
    iii. No mechanical, electrical, or plumbing devices will be installed below the Base Flood Elevation; and
    iv. All enclosed areas below Base Flood Elevation must be equipped with vents permitting the automatic entry and exit of flood water.

For a complete, detailed list of these criteria, see CITY Ordinance.

3. The above conditions are binding for the life of the property. To provide notice to subsequent purchasers of these conditions, the Property Owner agrees that the CITY will legally record with the county or appropriate jurisdiction's land records a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:

"This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. §5154a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The Property Owner is also required to maintain this property in accordance with the flood plain management criteria of Title 44 of the Code of Federal Regulations Part 60.3 and CITY/County Ordinance."

4. Failure to abide by the above conditions may prohibit the Property Owner and/or any subsequent purchasers from receiving Federal disaster assistance with respect to this property in the event of any future flood disasters. If the above conditions are not met, FEMA may recoup the amount of the grant award with respect to the subject property, and the Property Owner may be liable to repay such amounts.

This Agreement shall be binding upon the respective parties' heirs, successors, personal representatives, and assignees.

Signature Page Follows

The City of Baytown, A Texas municipal corporation

By: _____ 06/04/2025

~~David Alamia, Emergency Management Coordinator~~

Jason Reynolds City Manager

For the Owner:

Thomas Logan 5.23.25

Signature of Thomas Logan

Thomas Logan

Signature of Thomas Logan

SEAL

Notary Public

ACKNOWLEDGEMENT

State of Texas, County of Harris

Before me, on this day personally appeared Thomas Logan, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 23 day of May, 2025.

JESSICA HUDSON
Notary Public, State of Texas
Commission Expires 02-07-2028
Notary ID 132348770

Notary Public's Signature

State of Texas, County of Harris

Before me, on this day personally appeared Thomas Logan, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 23 day of May, 2025.

JESSICA HUDSON
Notary Public, State of Texas
Commission Expires 02-07-2028
Notary ID 132348770

Notary Public's Signature

Attachment D

HOA Acknowledgement

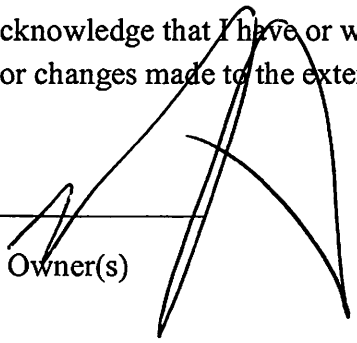
Property Owner: Thomas Logan

Property Address: 1400 KILGORE RD

This is to acknowledge that I live in a neighborhood that has a Homeowner Association. I further acknowledge that the grant does not cover costs for items required by the HOA that are not otherwise grant eligible (such as concrete steps, finishes on the three-sided enclosures, etc.)

I acknowledge that it is my responsibility to get HOA concurrence for the work to be done relative to the elevation

By signing below, I acknowledge that I have or will obtain HOA approval for all required alterations, additions or changes made to the exterior of the above listed home.



Signature of Property Owner(s) Date

Signature of Property Owner(s) Date



Signature of CITY Representative

May 22, 2025

Date

Attachment E

Non-Eligible Work Acknowledgement

Property Owner: Thomas Logan

Property Address: 1400 KILGORE RD

I, Thomas Logan, do solemnly swear and affirm that I have not directly or indirectly asked for, requested, or solicited, or paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value for the giving of a contract for services related to home elevation, which is to be funded, in part, by the City of Conroe (a "Elevation Project Agreement"). In particular, I have not induced, by any means, any contractor to enter into a contract for home elevation services for my property ("Home Elevation Contract") under the City of Conroe's flood mitigation program that would include building systems or components that are not eligible for FEMA funding for Structure Elevation as provided in the Federal Emergency Management Agency, *Hazard Mitigation Guidance Addendum,* Hazard Mitigation Grant Program, Pre-Disaster Mitigation Program, and Flood Mitigation Assistance Program pp. 74-80 (February 27, 2015).

Further, I agree to report to the City Manager of the City of Conroe, in writing, any and all offers of any money or thing of value from a contractor or other person related to the Elevation Project Agreement or a Home Elevation Contract in the City of Conroe.

Finally, I agree to affirm that the Home Elevation Contract with my chosen contractor is genuine and not collusive or a sham, and that I did not collude, conspire, connive or agree, directly or indirectly, in any manner, directly or indirectly, to fix the price for the Home Elevation Contract, in order to secure any advantage against the City of Conroe or to provide any gifts or services for me or my property for participating in the City's elevation project other than those building systems or components eligible for FEMA funding that are clearly disclosed in the Home Elevation Contract.

The undersigned signs this document, I am subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Signature of Property Owner(s)	5-22-25 Date
Signature of Property Owner(s)	Date
Signature of CITY Representative	May 22, 2025 Date

Attachment F

Engineering Acknowledgement

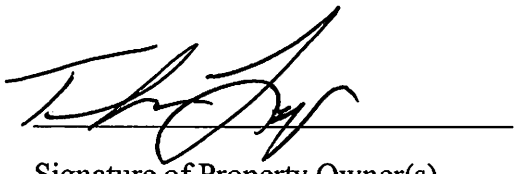
Property Owner: Thomas Logan

Property Address: 1400 KILGORE RD

I/We, hereby acknowledge, that the preliminary engineering designs/plans are for permitting and bidding purposes and designed prior to excavation, exposure, and visual inspection of slab(s), foundation(s), and/or pier and beams.

I/We, hereby acknowledge, that engineering designs/plans will change throughout the elevation process due to visual inspection slab(s), foundation(s), and /or pier and beams, and city code enforcement/permitting official's changes, recommendations, and/or additional requirements.

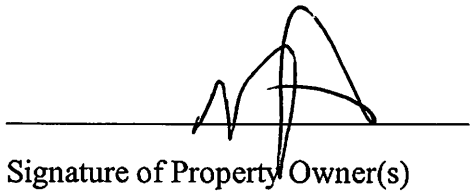
I/We, hereby acknowledge, that engineering plans are not final until final "as-built" plans have been stamped by the engineer of record, submitted to the city for final inspection/review, **AND** approved by the city code enforcement/permitting office.



Signature of Property Owner(s)

5-22-25

Date



Signature of Property Owner(s)

Date



Signature of City Representative

May 22, 2025

Date

ATTACHMENT G

DEED RESTRICTION

This Deed Restriction ("Deed") is made by Thomas Logan, ("Property Owner") on the 23 day of May, 2025 The Deed is for the property known as 1400 KILGORE RD, Baytown TX 77520 (also known as TRS 21B & 21D ABST 65 W SCOTT in the City of Baytown, County of Harris, State of Texas ("Property").

Be advised that this Property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this Property must be maintained during the life of the Property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. §5154a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The Property Owner is also required to maintain this property in accordance with the flood plain management criteria of Title 44 of the Code of Federal Regulations Part 60.3 and local ordinance.

IN WITNESS WHEREOF, the Property Owner has caused this Deed Restriction to be executed the day first written above.

PROPERTY OWNER:

5-23-25

Thomas Logan

PROPERTY OWNER:

Thomas Logan

STATE OF TEXAS: §

COUNTY OF Harris §

BE IT REMEMBERED, that on this day 23 of May, 2025 before me, the subscriber, a notary public of the State of Texas, personally appeared Thomas Logan, who I am satisfied is/are the person(s) who executed the within instrument, and thereupon (s)he acknowledged that (s)he signed, sealed, and delivered to me as his or her own voluntary act the enclosed Deed for the uses and purposes therein expressed.

JESSICA HUDSON
Notary Public, State of Texas
Commission Expires 02-07-2028
Notary ID 132348770

Notary Public of the State of Texas

ATTACHMENT H

AFFIDAVIT OF RIGHT TO PLACE FORCED NFIP FLOOD INSURANCE

STATE OF TEXAS COUNTY OF Harris

BEFORE ME, the undersigned authority this day appeared, Thomas Logan who being by me first duly sworn, does, upon his/her/their oath, depose and say:

THAT Affiant(s) is/are the owner of 1400 KILGORE RD, Baytown TX 77520 , (herein after referred to as "the Property") AND THAT the City of Baytown is required to ensure that any home participating in a FEMA funded home elevation grant maintains flood insurance until the grant is closed out between City of Baytown and the State of Texas.

THAT Affiant(s) acknowledges that after grant closeout, the affiant is responsible to maintain National Flood insurance Program (NFIP) flood insurance for the life of the property and a deed restriction shall be placed on the elevated property indicating this requirement for current and any subsequent owner of said property.

THAT Affiant(s) acknowledges that if they do not maintain flood insurance on this property thereby preventing the City from closing out the grant, the City has the right to place a forced or mandated NFIP policy on this property for the purpose of facilitating grant closeout.

THAT Affiant(s) acknowledges that the cost of this forced or mandated policy shall be recouped by the City from the Affiant. If Affiant does not reimburse the City for the cost of this forced policy, the City has the right to pursue collection by whatever means necessary, to include but not limited to placing a lien on said property, to recoup these incurred costs. This forced policy in no way supersedes the FEMA requirement that Affiant maintain NFIP flood insurance on the property for the life of the structure and FEMA retains their right to take action against the affiant if flood insurance is not maintained after grant closeout.

EXECUTED this the 23 day of MAY, 2025

"Affiant" "Affiant"

THE STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me on this 23 day of May, 2025, by Thomas Logan, as Affiant.

JESSICA HUDSON
Notary Public, State of Texas
Commission Expires 02-07-2028
Notary ID 132348770

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

1400 Kilgore - Elevation Project Agreement - HO Signed

Final Audit Report 2025-06-04

Created:	2025-06-04
By:	Beth Bleess (austin@ccmadvisers.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAR8VgF3FYtZC6yYDE5kIlahtNgZLPz7TE

"1400 Kilgore - Elevation Project Agreement - HO Signed" History

Document created by Beth Bleess (austin@ccmadvisers.com)
2025-06-04 - 5:08:36 PM GMT

Document emailed to Jason Reynolds (jason.reynolds@baytown.org) for signature
2025-06-04 - 5:08:43 PM GMT

Email viewed by Jason Reynolds (jason.reynolds@baytown.org)
2025-06-04 - 5:35:45 PM GMT

Document e-signed by Jason Reynolds (jason.reynolds@baytown.org)
Signature Date: 2025-06-04 - 5:36:48 PM GMT - Time Source: server

Agreement completed.
2025-06-04 - 5:36:48 PM GMT

Docusign Envelope ID: 480E9954-7609-41C1-9C53-9F3F46BFDF82

ELEVATION AGREEMENT

Arkitektura Development, Inc.

INTRODUCTION/PARTIES

This Elevation Agreement (AGREEMENT) is made by, between, and among the, Thomas Logan (HOMEOWNER), and **Arkitektura Development, Inc.** (CONTRACTOR), each of whom is a PARTY hereto and who collectively referred to herein as the PARTIES, and is effective upon the full execution of this AGREEMENT with the date of the last PARTY executing hereto.

In exchange for the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the PARTIES agree as follows:

ARTICLE I. DESCRIPTION OF PROFESSIONAL SERVICES

CONTRACTOR will perform professional services associated with elevation services for the IMPROVEMENTS to be elevated located at **1400 Kilgore Road, Baytown, TX 77520** as described in CONTRACTOR'S completed work write-up and project cost sheet attached hereto as LUMP SUM BID PROPOSAL (Exhibit A) for the Sum of **$335,916.98 (dollars & 98/100 cents)**. It is understood and agreed that the time for performance of the Scope of Services under this AGREEMENT shall begin with CONTRACTOR'S receipt of the NOTICE TO PROCEED. A NOTICE TO PROCEED shall not be issued until after this agreement has been signed by the PARTIES. The professional services shall be provided subject to the terms and conditions herein. CONTRACTOR shall not commence any work under this AGREEMENT until all applicable certificates of insurance and performance/payment bonds have been issued and a NOTICE TO PROCEED has been issued. **In the event that the CONTRACTOR has not provided Performance and Payment Bonds the Contractor will not be given notice to proceed and the work will not begin until said Performance and Payment Bonds are is provided. If CONTRACTOR is unable to provide a Performance and Payment Bonds, the RECIPENT will be instructed to choose another contractor.**

ARTICLE II. ADMINISTRATIVE CONTACTS

The following persons are designated by each respective PARTY hereto to serve as that PARTY'S contact for purposes of administering this AGREEMENT and the following lists the contact information for each respective PARTY'S designee:

CONTRACTOR:

Arkitektura Development, Inc.
Name of Designated contact person: **Phillip Contreras**
Address: 236 Ibis Street
Webster, TX 77598

Telephone **281-957-9192**
Email: **pc@arkdevinc.com**

HOMEOWNER:

Name of HOMEOWNER(S) (list all persons and/or entities listed as current Grantee(s) within real property records on file in the Harris County or Harris County Clerk's Office for the PROPERTY);

Title to PROPERTY is in: Thomas Logan

HOMEOWNER'S contact: 713-417-1629
Address of Homeowner: 1400 Kilgore Rd Baytown TX 77520

Telephone: 713-417-1629
Email: Flhtcui100@yahoo.com

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*Only those person(s) listed within the real property records on file in the Office of the Harris County or Harris County Clerk as a current Grantee of the PROPERTY may serve as the HOMEOWNER'S designated contact(s) under this AGREEMENT. If HOMEOWNER wishes to designate any other person, the HOMEOWNER must provide a certified copy of a Power of Attorney covering such a transaction to the Contractor, or provide a certified copy of letters of appointment as Guardian of the Estate covering the person listed as Grantee of the PROPERTY. Such certified documents must be on file with the Contractor prior to execution of this AGREEMENT.

ARTICLE III. ACRONYMS AND DEFINITIONS

A. Acronyms. The following acronyms have the meanings ascribed herein for purposes of this AGREEMENT:

1. **ADA** means the Americans with Disabilities Act and implementing regulations.
2. **CIQ Form** means the Conflict of Interest Questionnaire
3. **FEMA** means the United States Department of Homeland Security Federal Emergency Management Agency.
4. **GSA** means the United States General Services Administration.
5. **HMA Unified Guidance** means the Hazard Mitigation Assistance Unified Guidance published June 1, 2010 by FEMA and which provides Federal guideline requirements in the SRL Program.
6. **ICC** means "Increased Cost of Compliance" and herein refers to that coverage under the National Flood Insurance Program under which the non-Federal share of costs may be claimable.
7. **NFIA** means the National Flood Insurance Act of 1968, as amended.
8. **NFIP** means the National Flood Insurance Program.
9. **SRL** means severe repetitive loss, and refers to the severe repetitive loss program with repetitive loss strategy authorized under the NFIA with the goal of reducing flood damages to residential properties that have experienced severe repetitive losses under flood insurance coverage.
10. **SRL Program** means the FEMA Sever Repetitive Loss Program Grant

B. Definitions. The following terms shall have the meanings ascribed herein for purposes of this AGREEMENT. Defined terms are also indicated by the use of parenthetical.

1. **AGREEMENT** means this Elevation Agreement and all Exhibits attached hereto that are incorporated herein, which are the following Exhibits:
    a. Exhibit A: Lump Sum Bid Proposal/Project Cost sheet

    A copy of the separate contract between the HOMEOWNER and the CONTRACTOR for non-elevation construction and associated services and costs, if such non-elevation construction is being performed, is attached hereto as Exhibit B. Exhibit B is **not** incorporated herein and is attached hereto solely for documentation purposes.
2. **BOND** means a payment bond and performance bond each in an amount equal to the ELEVATION CONTRACT AMOUNT issued by a solvent company authorized to do business in the State of Texas, which is compliant with all legal requirements, as security for the faithful payment of all CONTRACTOR'S obligations under this AGREEMENT.
3. **CITY** means city of Baytown, TX.
4. **COMMENCEMENT DATE** means the date that is represented on the Notice to Proceed and is delivered from the Grant Administrator to CONTRACTOR.
5. **COMPLETION DATE** means the one hundredth (150th) calendar day following the COMMENCEMENT DATE.
6. **CONTRACTOR** means the contractor responsible for completing the home elevation under this Agreement and is identified in the Introduction and Article II: Administrative Contacts of this Agreement.
7. (Not Used)
8. **ELEVATION CONTRACT AMOUNT** means the total amount CONTRACTOR is charging to elevate IMPROVEMENTS at the PROPERTY as identified in LUMP SUM BID PROPOSAL per Grant Guidelines (Exhibit A) as ELEVATION COSTS. ELEVATION CONTRACT AMOUNT ***does not include*** NON-ELEVATION COSTS.
9. **ELEVATION COSTS** means the miscellaneous costs itemized in LUMP SUM BID PROPOSAL (Exhibit A) as elevation costs. ELEVATION COSTS are those costs arising from certain structure elevation activities and their associated costs which are eligible costs under the SRL Program in accordance with the HMA Unified Guidance.

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10. **ENVIRONMENTAL STANDARDS** means the applicable environmental standards established pursuant to (1) the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (2) notification of violating facilities pursuant to Executive Order 11738; (3) protection of wetlands pursuant to Executive Order 11990; (4) the Clean Air Act of 1970, as amended, 42 U.S.C. 7401 *et seq*; (5) the Federal Water Pollution Control Act, as amended, 33 USC 1251, et. seq; (6) Environmental Protection Agency regulations, 40 CFR Part 50, as amended; (7) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (8) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

11. **FINAL COMPLETION** means when the IMPROVEMENTS are fit for their intended use in accordance with the Engineer Plans and Concurrence, and all of the following have been executed and delivered to the CITY:
    a. Certificate of occupancy for the home from applicable governmental authorities, local jurisdiction(s), and/or third-party with certification authority;
    b. A final inspection report from the CONTRACTOR signed by an approved inspector showing that 100% of the construction covered by this AGREEMENT has been completed in accordance with this AGREEMENT including but not limited to:
        i. verified work completed in compliance with terms of grant;
        ii. verified Design Engineer compliance;
        iii. verified ADA compliance (if required);
        iv. submit copy of new survey (if required);
        v. submit copy of new elevation certificate

    c. Proof that all utilities for the home have been installed and are operable;
    d. Lien Waiver Affidavits executed by Contractor, who has performed work on, or furnished materials for, the IMPROVEMENTS (liquidated damages do not apply to this form);
    e. Final Bills Paid Affidavit (liquidated damages do not apply to this form);
    f. Any other requirement(s) specified herein.

12. **HOMEOWNER** means the eligible applicant(s) and recipient of SRL Elevation grant funds under this AGREEMENT as identified in the Introduction and Article II: Administrative Contacts of this AGREEMENT.

13. **IMPROVEMENTS** means that single-family residence and related improvements eligible for elevation under the SRL Program and to be elevated at the PROPERTY, as set forth in the Work Order and in accordance with the corresponding LUMP SUM BID PROPOSAL (Exhibit A). The elevation of that single-family residence may consist of the following:
    a. Slab elevation;
    b. Slab separation and elevation;
    c. Pier and beam elevation;
    d. Piling and beam elevation; and/or
    e. other as specified in LUMP SUM BID PROPOSAL (Exhibit A)

14. **NON-ELEVATION COSTS** is defined as the miscellaneous costs itemized in LUMP SUM BID PROPOSAL (Exhibit A), as "NON-ELEVATION COSTS", if any. NON-ELEVATION COSTS include those costs arising from certain structure elevation activities and their associated costs which are ineligible costs under the SRL Program. Such costs are ***not eligible*** for reimbursement with grant funds, and are payable to the CONTRACTOR directly from HOMEOWNER. Non-elevation construction and its ensuing NON-ELEVATION COSTS are pursuant to a separate contract solely between HOMEOWNER and CONTRACTOR, a copy of which is attached hereto as Exhibit B.

15. **PLANS AND SPECIFICATIONS** means the final working drawings and specifications for the elevation, repair or installation of the IMPROVEMENTS at the PROPERTY, as provided by CONTRACTOR in ENGINEER PLANS AND SPECIFICATIONS. The proposal engineering can be commenced once contracts are fully executed.

16. **PROPERTY** means that certain parcel of real property that is the site of the home to be elevated, and includes the real property, the home, and other improvements on the real property parcel.

17. **WORK ORDER** is also referenced as Work Write Up/Project Cost sheet as defined in and is attached hereto as LUMP SUM

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BID PROPOSAL (Exhibit A).

18. **WORKSITE means the site within the PROPERTY where the elevation construction is occurring and any** surrounding area within the PROPERTY necessary for CONTRACTOR'S ingress to, egress from, and performance of the elevation construction.

ARTICLE IV. Payment and Draw Schedule

Payments to CONTRACTOR/Draw Schedule:

In the event that CONTRACTOR has provided Performance and Payment Bonds, CONTRACTOR shall be entitled to request up to Four (4) disbursements from the REVISED ELEVATION CONTRACT AMOUNT after completion of each phase of work and submitting the following documentation to CITY;

a. **Mobilization -** 20% of the Exhibit A - CONTRACTOR accepted bid for completion of this work) upon receipt of:
   a.) Copies of requisite permits
   b.) Copy of fully executed ELEVATION AGREEMENT between OWNER and CONTRACTOR.
   2. Photographs – minimum of two (2) views each of front and back to show all four exterior walls and an adequate number of pictures for the interior;
   3. Signed and notarized Contractor Lien Waiver Affidavit (Interim) Form; and
   4. Signed and notarized Subcontractor Lien Waiver Affidavit (Interim) Form.

b. **Phase 2 - Raised, ready to set, building department inspections –** second 40% of the total ELEVATION CONTRACT AMOUNT, provided that at least 60% of the Elevation construction is complete and CONTRACTOR' S submittal of the following:
   1. CONTRACTOR itemized invoice;
   2. Progress Report;
      a.) Building department concurrence
      b.) Concurrence as to 60% completion
      c.) Copies of requisite permits
      d.) Wind Storm compliance
      e.) Grant compliance
      f.) RECIPIENT acceptance
   3. Phase 2 elevation photographs – minimum of two (2) views each of front and back to show all four exterior walls and an adequate number of pictures for the interior;
   4. Signed and notarized CONTRACTOR Lien Waiver Affidavit (Interim) Form; and
   5. Signed and notarized Subcontractor Lien Waiver Affidavit (Interim) Form.

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c. **Phase 3 - Structure elevated to design height, foundation installed, mechanicals reconnected** - 30% of the Exhibit A - CONTRACTOR accepted bid for completion of this work, provided that at least 90% of the Elevation construction is complete and upon receipt of inspector's report plus the submittal of the following:

1. CONTRACTOR itemized invoice;
2. Progress Report;
   a.) Building department concurrence
   b.) Concurrence as to 90% completion
   c.) TWIA compliance
   d.) ADA compliance (if required)
   e.) Grant compliance
   f.) OWNER acceptance
3. Phase 3 elevation photographs – minimum of two (2) views each of front and back to show all four exterior walls and an adequate number of pictures for the interior;
4. Signed and notarized CONTRACTOR Lien Waiver Affidavit (Interim) Form; and
5. Signed and notarized Subcontractor Lien Waiver Affidavit (Interim) Form.

d. **Phase 4 Final Inspection, occupancy certificate, all grant requirements met** – Remaining Balance of Exhibit A - CONTRACTOR accepted bid for completion of this work, provided that the elevation construction is complete and upon receipt of inspector's report plus the submittal of the following:

1. Final CONTRACTOR itemized invoice;
2. Post Elevation - Elevation Certificate (FEMA Form 086-0-33), a blank FEMA Form 086-0-33 with its instructions is attached hereto as Exhibit H;
3. Certificate of occupancy;
4. New survey (if required);
5. Signed and notarized Lien Waiver Affidavit CONTRACTOR (**Final**) Form;
6. Signed and notarized Lien Waiver Affidavit Subcontractor (**Final)** Form;
7. Copy of CONTRACTOR Warranties that have been signed by OWNER
8. HOMEOWNER acceptance;
9. Grant compliance reconciliation (if non-grant work was also performed); and
10. Final elevation photographs – minimum of three (3) views each of front and each side to show all four exterior walls and an adequate number of pictures for the interior.

CONTRACTOR is required to obtain and provide to CITY and Homeowner, a payment bond and performance bond each in an amount equal to the ELEVATION CONTRACT AMOUNT issued by a solvent company authorized to do business in the State of Texas, which is compliant with all legal requirements, as security for the faithful payment of all CONTRACTOR'S obligations under this AGREEMENT.

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In the event that the CONTRACTOR has not provided payment and Performance Bonds CONTRACTOR will not be given notice to proceed and the work will not begin until said Performance Bond is provided. If CONTRACTOR is unable to provide a Performance Bond, the RECIPENT will be instructed to choose another contractor.

Allowable costs shall be determined in accordance with the OMB Circular A-87, 44 Code of Federal Regulations (CFR) Part 78, 44 CFR, Part 13, and other applicable Severe Repetitive Loss (SRL) program guidance. The payment to the selected CONTRACTOR shall be provided upon request from the HOMEOWNER as each phase of the project is completed and approved by the building inspection department and submittal of required receipts from the HOMEOWNER.

The final payment of funds to the CONTRACTOR will be made only after Project completion, submission of all required documentation and a formal request for final payment. Payment and retention of all funding under this Agreement is subject to final review.

Insurance: At all times during elevation, repair, or installation of the IMPROVEMENTS, CONTRACTOR will obtain and maintain in full force and effect the following insurance policies, which shall list THE CITY OF BAYTOWN and the HOMEOWNER as additional insured and shall be issued by a company that is licensed to do business in the State of Texas and that has a rating equal to or exceeding A-;VII from A.M. Best. CONTRACTOR agrees to include this provision in all of CONTRACTOR's subcontracts for services under this AGREEMENT.

A commercial general liability policy including products, completed operations, contractual liability, with no residential exemptions or exclusions, with a combined single limit of $1,000,000 per occurrence and $2,000,000 general aggregate, and $2,000,000 products/completed operations aggregate;

An automobile liability policy with a combined single limit of $1,000,000 per accident for bodily injury and property damage to include owned, hired and non-owned autos;

Workers' compensation policy providing statutory Texas benefits;

A hazard insurance policy on a builder's all risk or special causes of loss policy form with a broad form named insured and with loss payable endorsements insuring the IMPROVEMENTS and all materials and supplies purchased with advances hereunder against all risks and losses, as well as an allowance for occupancy by HOMEOWNER if HOMEOWNER is remaining in the PROPERTY during elevation; and

A professional liability policy that will cover all acts, errors, or omissions in the amount of $1,000,000 per claim, with an annual aggregate of at least $2,000,000, inclusive of all legal defense costs. In addition, such coverage shall include the disclosure of personal information. If the above insurance is written on a Claims Made Form, such insurance shall be endorsed to provide an extended reporting period of not less than two years following the expiration or termination of this Contract.
All liability insurance may be obtained by any combination of underlying and excess/umbrella policies.

CONTRACTOR Warranty to HOMEOWNER: CONTRACTORs will provide for services performed under this AGREEMENT, a set of limited warranties and building and performance standards in accordance to the Texas Residential Construction Commission standards in place prior to the time that the Texas Residential Construction Commission ceased to exist, which include:

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1. A One-year workmanship and materials warranty;
2. A two-year mechanical and delivery system warranty; and
3. A ten-year foundation warranty.

CONTRACTOR agrees to include such provisions in all of CONTRACTOR's subcontracts for services under this AGREEMENT. Contractor further ACKNOWLEDGES that it is not eligible for final payment until such Warranty policy has been delivered to HOMEOWNER with such copy signed by HOMEOWNER evidencing HOMEOWNER'S receipt of such Warranty policy.

The following Clauses are required clauses for any contract with a consultant for a grant in which the Texas Water Development Board (TWDB) is the granting agency. The parties agree to the terms and conditions of these clauses in addition to the other provisions of this agreement. The required clauses are as follows:

STATE AUDITOR CLAUSE

By executing this AGREEMENT, the CONTRACTOR accepts the authority of the State Auditor's Office, under direction of the legislative audit committee, to conduct audits and investigations in connection with any and all state funds received pursuant to this AGREEMENT. The CONTRACTOR shall comply with and cooperate in any such investigation
or audit. The CONTRACTOR agrees to provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The CONTRACTOR also
agrees to include a provision in any subcontract related to this AGREEMENT that requires the CONTRACTOR to submit to audits and investigation by the State Auditor's Office in connection with any and all state funds received pursuant to the AGREEMENT.

FINANCIAL RECORDS

The RECIPIENT(S) and its contracted parties shall maintain satisfactory financial accounting documents and records, including copies of invoices and receipts, and shall make them available for examination and audit by the EXECUTIVE ADMINISTRATOR of the BOARD.
Accounting by the RECIPIENT(S) and its contracted parties shall be in a manner consistent with generally accepted accounting principles.

OWNERSHIP

The BOARD shall have unlimited rights to technical or other data resulting directly from the performance of services under this AGREEMENT. It is agreed that all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this AGREEMENT and developed by the RECIPIENT(S) or its contracted parties pursuant to this AGREEMENT shall become the joint property of the RECIPIENT(S), the CITY, and the BOARD. These materials shall not be copyrighted or patented by the RECIPIENT(S) or by any consultants involved in this AGREEMENT unless the EXECUTIVE ADMINISTRATOR of the BOARD approves in writing the right to establish copyright or patent; provided, however, that copyrighting or patenting by the RECIPIENT(S) or its CONTRACTOR(S) will in no way limit the BOARD's access to or right to request and receive or distribute data and information obtained or developed pursuant to this AGREEMENT. Any material subject to a BOARD copyright and produced by the RECIPIENT(S) or BOARD pursuant to this AGREEMENT may be printed by the RECIPIENT(S) or the BOARD at their own cost and distributed by either at their discretion. The RECIPIENT(S) may otherwise

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utilize such material provided under this AGREEMENT as it deems necessary and appropriate, including the right to publish and distribute the materials or
any parts thereof under its own name, provided that any BOARD copyright is appropriately noted on the printed materials.
The RECIPIENT(S) and its contracted parties agree to acknowledge the BOARD in any news releases or other publications relating to the work performed under this AGREEMENT.

NO DEBT AGAINST THE STATE

27.01 This shall not be construed as creating any debt by or on behalf of the State of Texas, and the BOARD, and all obligations of the State of Texas are subject to the availability of funds. To the extent the performance of this AGREEMENT transcends the biennium in which this AGREEMENT is entered into, this AGREEMENT is specifically contingent upon the continued authority of the BOARD and appropriations therefore.

LICENSES, PERMIT, AND INSURANCE

For the purpose of this AGREEMENT, the RECIPIENT(S) will be considered an independent CONTRACTOR and therefore solely responsible for liability resulting from negligent acts or omissions. The RECIPIENT(S) shall obtain all necessary insurance, in the judgment of the RECIPIENT(S), to protect themselves, the RECIPIENT, the BOARD, and employees and officials of the BOARD from liability arising out of this AGREEMENT.

THE CONTRACTOR SHALL INDEMNIFY AND HOLD THE BOARD, THE STATE OF TEXAS, THE HOMEOWNER(S) HARMLESS, TO THE EXTENT THE RECIPIENT(S) MAY DO SO IN ACCORDANCE WITH STATE LAW, FROM ANY AND ALL LOSSES, DAMAGES, LIABILITY, OR CLAIMS THEREFORE, ON ACCOUNT OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER CAUSED BY THE RECIPIENT(S), ARISING OUT OF THE ACTIVITIES UNDER THIS AGREEMENT.

ARTICLE V. HOMEOWNER'S OBLIGATIONS

A. HOMEOWNER will cooperate with the reasonable requests of CONTRACTOR, as such requests relate to elevation, repair, or installation of the IMPROVEMENTS. HOMEOWNER will cooperate with CONTRACTOR in arranging for inspections by representatives of the Code Enforcement of the progress of elevation from time to time and will promptly comply with Code Enforcement requirements or satisfy any objections regarding construction of the IMPROVEMENTS or the progress thereof.

B. Utilities: HOMEOWNER is responsible for authorizing the disconnection of electricity, telephone, cable and gas as directed by the CONTRACTOR. HOMEOWNER is responsible for all utility bills during elevation from NTP to grant closure of project. HOMEOWNER is responsible for authorizing reconnection of all utilities as directed by the CONTRACTOR. Any upgrades required by utility company or local inspectors for reconnection are not eligible costs hereunder.

C. Duty to Inform: HOMEOWNER is responsible for informing the CONTRACTOR of any known PROPERTY hazards such as asbestos, lead paint, buried lines, tanks, septic systems, water wells, bees, and propane tanks.

D. Landscaping: HOMEOWNER shall be solely responsible for removing, storing, and replacing any existing landscaping that HOMEOWNER wishes to retain prior to the start of the work. Contractor not responsible for damage to landscape.

E. No Changes in Scope of Work: No changes will be made in the LUMP SUM BID PROPOSAL, except on the written approval of the contractor.

F. Prior Lien Holder Rights: By separate affidavit, HOMEOWNER has CERTIFIED the existence or non-existence, as applicable, of any prior lien on the PROPERTY and that, if such a prior lien exists, that HOMEOWNER has notified and

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obtained the consent of such lien holder for the project contracted for herein as identified in LUMP SUM BID PROPOSAL. HOMEOWNER further ACKNOWLEDGES that any prior lien on the PROPERTY (such as a mortgage or deed of trust) may contain provisions prohibiting HOMEOWNER from entering into or performing this AGREEMENT, and that HOMEOWNER may create an event of default under such prior lien unless HOMEOWNER has obtained the prior consent of such lien holder. A default on lien obligations can lead to serious legal consequences, including loss of your PROPERTY. HOMEOWNER agrees to be solely responsible for obtaining any and all necessary consent of prior lien holders before entering into this AGREEMENT. Contractor is not responsible for determining if HOMEOWNER has a lien holder or for obtaining the consent of the lien holder. HOMEOWNER: DO NOT SIGN THIS AGREEMENT IF YOU DO NOT FULLY UNDERSTAND THIS PROVISION.

G. Reserved

H. Liens: HOMEOWNER will not suffer or permit any mechanics' or material men's lien claims to be filed or otherwise asserted against the PROPERTY or any funds due CONTRACTOR and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided however, that HOMEOWNER shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to the Contractor such security or indemnity as the Contractor may reasonably require.

I. **Limitation on Non-Elevation Construction**. All non-elevation construction and its related NON-ELEVATION COSTS that are ineligible costs under the SRL Program, are the sole responsibility of the HOMEOWNER, and, if occurring, are constructed and funded pursuant to a separate contract between HOMEOWNER and CONTRACTOR. HOMEOWNER and CONTRACTOR understand and agree that the only non-elevation construction allowed on the PROPERTY prior to the date of FINAL COMPLETION of the elevation of the eligible IMPROVEMENTS is non-elevation construction that is directly related and necessarily incidental to the construction required by the PLANS AND SPECIFICATIONS for the elevation of the IMPROVEMENTS. For example, the construction of a new building or an auxiliary structure is not directly related and necessarily incidental to the elevation of the IMPROVEMENTS and shall not be constructed prior to FINAL COMPLETION of the elevation of the eligible IMPROVEMENTS pursuant to this AGREEMENT. However, an upgrade to split-faced block rather than concrete blocks is directly related and necessarily incidental to the construction required by PLANS AND SPECIFICATIONS for the elevation of the IMPROVEMENTS and may be performed by CONTRACTOR prior to FINAL COMPLETION of the elevation of the eligible IMPROVEMENTS.

J. HOMEOWNER's Representations: HOMEOWNER represents the following to the CONTRACTOR:

1. HOMEOWNER is the fee simple owner of the PROPERTY.
2. Other than any first-lien lien holder whose prior written consent has been obtained by HOMEOWNER, there are no liens, mortgages, claims, charges or unpaid assessments against the PROPERTY.
3. No written contract (or affidavit regarding an oral contract) regarding the elevation of all or any portion of the IMPROVEMENTS has been recorded .
4. All warranties, representations and certifications made, and all information and material submitted or caused to be submitted to the Contractor in connection with this Agreement are true and correct, and there have been no material changes in or conditions affecting any of such warranties, representations, certifications, material or information prior to the date of the signing event.
5. HOMEOWNER is solvent, is not bankrupt, has not committed any act of bankruptcy, and has no outstanding liens, suits, garnishments, bankruptcies, or court actions which could render him insolvent or HOMEOWNER has disclosed any solvency issues or bankruptcy filings and the Contractor signs this AGREEMENT with full knowledge of the same.
6. It is hereby acknowledged and agreed that the performance/payment BOND provided by the CONTRACTOR under this AGREEMENT are for the benefit of Homeowner to ensure completion of the work and that the performance/payment BOND provided by the CONTRACTOR are for the benefit of the laborers and material suppliers utilized during the work to ensure their payment and to ensure the PROPERTY is free and clear of any liens at the date of FINAL COMPLETION and HOMEOWNER further agrees and unconditionally relinquishes any and all right of claim in the HOMEOWNERs own right under and against any BOND(s) issued by any surety company for CONTRACTOR.

K. Assignment: HOMEOWNER shall not assign or otherwise transfer this AGREEMENT in whole or in part without prior written approval of the Contractor. Such consent, if granted, shall not relieve the HOMEOWNER of any of its responsibilities under this AGREEMENT.

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ARTICLE VI. CONTRACTOR OBLIGATIONS

A. Standards of Elevation: In addition to the other requirements of this AGREEMENT, the IMPROVEMENTS will be constructed, repaired or installed in a good and workmanlike manner, fit for their intended purpose, fully-equipped with materials of high quality, strictly in accordance with the (i) the WORK ORDER; (ii) the LUMP SUM BID PROPOSAL (Exhibit A); (iii) the Warranty Standards; (v) the Environmental Standards; (vi) FEMA floodplain regulations; (vii) if applicable, Baytown Bay requirements; and (viii) all applicable federal, state, and local laws, rules and regulations including the International Residential Code (IRC) and Minimum Property Standards (MPS).

B. Elevation Cooperation: Promptly after the signing event, CONTRACTOR will determine when all occupants must vacate during the construction period. When such determination is made, HOMEOWNER and all occupants must vacate the PROPERTY within 7 days, in order to allow for elevation to commence in a timely manner. HOMEOWNER will make arrangements for securing personal property out of the construction area. CONTRACTOR is not allowed to assist HOMEOWNER move or secure their personal property.

C. No Changes in Scope of Work: No changes will be made in the LUMP SUM BID PROPOSAL (Exhibit A) except on the prior written approval of the CONTRACTOR and GRANT ADMINISTRATION.

D. Corrective Action: If CONTRACTOR is notified that any inspection by the CITY or its designee has uncovered any noncompliance issues, CONTRACTOR shall immediately correct such issues. CONTRACTOR shall maintain a detailed record of every non-compliance and corrective action taken. Such non compliance includes documenting any and all pre-existing damages as documented in LUMP SUM BID PROPOSAL (Exhibit A). HOMEOWNER will be required to sign off on the same.

E. Records Retention: CONTRACTOR shall keep and maintain all records associated with this AGREEMENT for a minimum of five (5) years from the formal Close of this SRL grant with the State, or as required by Federal, State, or Local law, whichever period is longer. CONTRACTOR shall allow reasonable access to the records in CONTRACTOR'S possession, custody, or control.

F. Prompt Payment: CONTRACTOR will promptly pay all subcontractors and suppliers in accordance to the payment of the agreement between CONTRACTOR and its Subcontractors.

G. Allocation of Profit: CONTRACTOR agrees that any monies it receives pursuant to this AGREEMENT shall be applied to payment of all outstanding invoices from subcontractors and suppliers before CONTRACTOR applies such monies to its overhead or profit.

H. Elevation Timing; CONTRACTOR shall commence elevation, repair or installation of the IMPROVEMENTS as soon as possible after the COMMENCEMENT DATE (Notice to Proceed Date), but in no event later than thirty (30) days after the COMMENCEMENT DATE. CONTRACTOR shall prosecute the work with due diligence, and shall achieve FINAL COMPLETION of the IMPROVEMENTS by the COMPLETION DATE. Time is of the essence with respect to all CONTRACTOR Obligations under this AGREEMENT: extension may be granted for excusable delays and rain days.

I. **Non-Elevation Construction**. All non-elevation construction and its related NON-ELEVATION COSTS that are ineligible costs under the SRL Program, are the sole responsibility of the HOMEOWNER, and, if occurring, are constructed and funded pursuant to a separate contract between HOMEOWNER and CONTRACTOR.

J. Lead and Asbestos: CONTRACTOR is not responsible for performing investigation of lead and asbestos containing materials, and any required lead and asbestos abatement.

K. Insurance: At all times during elevation, repair, or installation of the IMPROVEMENTS, CONTRACTOR will obtain and maintain in full force and effect the following insurance policies.

1. A commercial general liability policy including products, completed operations, contractual liability, with no residential exemptions or exclusions, with a combined single limit of $1,000,000 per occurrence and $2,000,000 general aggregate, and $2,000,000 products/completed operations aggregate;
2. An automobile liability policy with a combined single limit of $1,000,000 per accident for bodily injury and property damage to include owned, hired and non-owned autos;
3. Workers' compensation policy;
4. A hazard insurance policy on a builder's all risk or special causes of loss policy form with a broad form named insured and with loss payable endorsements ; and
5. All liability insurance may be obtained by any combination of underlying and excess/umbrella policies.

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L. WORKSITE Protection: CONTRACTOR shall be responsible for protection of the WORKSITE and building materials, including losses from theft of building materials for the duration of the contract period of performance as specified in LUMP SUM BID PROPOSAL (Exhibit A).

M. Utilities: CONTRACTOR shall be responsible for notifying the HOMEOWNER when to disconnect the utilities. CONTRACTOR is responsible for any fees incurred for disconnecting the utilities. CONTRACTOR is also responsible for notifying the HOMEOWNER when to reconnect the utilities.

N. Information: CONTRACTOR is responsible for providing open channels of communication between HOMEOWNER, and local Inspectors including informing the HOMEOWNER what to expect during the elevation phase.

O. CONTRACTOR Warranty to HOMEOWNER: CONTRACTORs will provide for services performed under this AGREEMENT, a set of limited warranties and building and performance standards in accordance with the State of Texas standards in place at the time of executing this agreement which include:

1. A one-year workmanship and materials warranty;
2. A two-year mechanical and delivery system warranty; and
3. A ten-year structural warranty.

CONTRACTOR agrees to include such provisions in all of CONTRACTOR's subcontracts for services under this AGREEMENT.

P. Limited Warranty to Homeowner; CONTRACTOR warrants that the Services provided under this AGREEMENT shall be performed in a good and workmanlike manner with that degree of skill and judgment normally exercised by recognized professional firms performing the same or substantially similar services.

Q. Equal Opportunity/Non-Discrimination: The CONTRACTOR agrees to abide by all Federal, State, and Local regulations relating to equal opportunity for all persons, without discrimination as to race, color, religion, national origin, sex, familial status, disability, or veteran status. CONTRACTOR agrees to include this provision in all of CONTRACTOR's subcontracts for services under this AGREEMENT. The CONTRACTOR shall be responsible for procuring all appropriate licenses and permits which may be required for the performance of the subject work.

R. Assignment: CONTRACTOR shall not assign or otherwise transfer this AGREEMENT in whole or in part without the prior written approval of the Homeowner. Such consent, if granted, shall relieve the CONTRACTOR of any of its responsibilities under this AGREEMENT. A violation of this prohibition **shall be a material default under this AGREEMENT and grounds for immediate termination of this AGREEMENT.**

S. Under no circumstances will the CONTRACTOR be responsible for any costs incurred with respect to any latent or unknown defects that exist at the project site. Any and all costs incurred by the CONTRACTOR with respect to the cure of any such latent or unknown conditions are to be recoverable by the CONTRACTOR. The Contractor is not responsible for cause of any preexisting, existing construction or conditions that are not in compliance with any local, State, Windstorm or any other codes or regulations to be made comply with same. (Example: Room additions not engineered and built per AIA industry standards, remodel additions, home improvements not engineered, permitted or not built according to AIA industry standards, flooded flooring foundation with no rebar, wire mesh in foundation, flooded windows and doors, flooded walls and doors, etc.)

ARTICLE VII. DEFAULT AND REMEDIES

A. CONTRACTOR Default: CONTRACTOR will be in default under this AGREEMENT upon the occurrence of any of the following events: (i) CONTRACTOR fails to perform the terms of this AGREEMENT and such failure continues for thirty (30) business days after delivery of written notice of the failure; (ii) CONTRACTOR becomes insolvent or unable to pay its debts as they become due, or declares bankruptcy, or makes an assignment for the benefit of creditors; or (iii) CONTRACTOR commits a default under any other contract it has entered into with the Homeowner. In the event of CONTRACTOR's default, the Homeowner shall have the right, without prejudice to any other right or remedy, to take any, all, or none of the following actions, at its' sole discretion:

1. Terminate this AGREEMENT on written notice to CONTRACTOR.
2. Compel the CONTRACTOR to stop the work under this AGREEMENT on written notice to CONTRACTOR, whereupon CONTRACTOR shall withdraw from the PROPERTY remove such materials, equipment, tools and instruments used by CONTRACTOR on the PROPERTY.
3. Complete the work, either with or without using CONTRACTOR.
4. Instruct the bonding company which issued the performance BOND to complete the work with its own forces and at FINAL COMPLETION issue any remaining amounts due under this AGREEMENT to the bonding company.

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5. Sue CONTRACTOR for damages, injunctive, or equitable relief.

In addition to the remedies stated herein, the Homeowner has the right to pursue other remedies permitted by law or in equity.

B. HOMEOWNER's Default: HOMEOWNER will be in default under this AGREEMENT upon the occurrence of any of the following events:

1. HOMEOWNER fails to perform the terms of this AGREEMENT and such failure continues for three (3) business days after delivery of written notice of the failure;
2. HOMEOWNER becomes insolvent or unable to pay its debts as they become due, or declares bankruptcy, or makes an assignment for the benefit of creditors;
3. HOMEOWNER commits a default under any other contract it has entered into with CONTRACTOR;
4. HOMEOWNER has made any misrepresentations in connection with this AGREEMENT. In the event of HOMEOWNER's default, CONTRACTOR shall have the right, without prejudice to any other right or remedy, to take any, all, or none of the following actions, at its sole discretion:
   i. Terminate this AGREEMENT on written notice to HOMEOWNER.
   ii. CONTRACTOR to stop work on the IMPROVEMENTS, either temporarily or permanently, notwithstanding sums earned by CONTRACTOR for elevation and delivery of the IMPROVEMENTS prior to any notice. All earned funds shall be payable to CONTRACTOR on demand.
   iii. Sue HOMEOWNER for damages, injunctive, or equitable relief.

ARTICLE VIII. MISCELLANEOUS PROVISIONS

A. Relationship of PARTIES/Independent Contractors: CONTRACTOR is an independent contractor in all respects with regard to this AGREEMENT. Nothing contained in this AGREEMENT shall be deemed or construed to create a partnership, joint venture, agency, employment, or other relationship between and among the PARTIES hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this AGREEMENT.

B. Notice: Any notice required or permitted by this AGREEMENT shall be in writing, and shall be delivered to the respective PARTIES' addresses as set forth in Article II: Administrative Contacts. Any notice will be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage fully prepaid, certified mail, and addressed to the intended recipient notice address set forth in the Cover Page, Article II: Administrative Contacts. Notice given in any other manner will be effective only if and when received by the intended recipient. Any address for notice may be changed by written notice delivered as provided herein.

C. Entirety of Agreement: This AGREEMENT contains the entire agreement and understanding among the PARTIES and supersedes and replaces any and all prior or contemporaneous proposals, agreements, promises, negotiations, understandings, commitments, and/or representations of any kind, whether written or oral, relating to the subject matter herein or the services or deliverables to be provided hereunder.

D. Duty To Provide Additional Information: HOMEOWNER shall, within three (3) business days of receipt, furnish to CONTRACTOR copies of all notices received that pertain to the PROPERTY, including notices from any:

1. Governmental or private authority having jurisdiction over the PROPERTY;
2. Insurance company carrying a policy pertaining to the PROPERTY;
3. Lender holding a lien or security interest against any part of the PROPERTY; or
4. Any person asserting a claim against HOMEOWNER or the PROPERTY.

E. Governing Law and Venue: This AGREEMENT and the rights and obligations of the PARTIES hereto shall be governed by and construed according to the laws of the State of Texas.

F. Severability: If any provision of this AGREEMENT shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

G. Validity/Enforceability: If any current or future legal limitations affect the validity or enforceability of a provision of this AGREEMENT, then the legal limitations are made a part of this AGREEMENT and shall operate to amend this AGREEMENT to the minimum extent necessary to bring this AGREEMENT into conformity with the requirements of the limitations, and as so modified, this AGREEMENT shall continue in full force and effect.

H. Force Majeure: No PARTY shall be liable for any failure of or delay in performance of its obligations under this AGREEMENT to

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the extent such failure or delay is due to acts of God, acts of a public enemy, fires, floods, power outages, wars, civil disturbances, epidemics, pandemics, sabotage, terrorism, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and/or within the party's power to satisfy), failure of common carriers, Internet Service Providers, or other communication devices, acts of cyber criminals, terrorists or other criminals, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, authorizations, licenses, franchises or permits, inability to obtain labor, materials, power, equipment, or transportation, or other circumstances beyond its reasonable control (collectively referred to herein as "Force Majeure Occurrences"). Any such delays shall not be a breach of or failure to perform this AGREEMENT or any part thereof and the date on which the obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays. No PARTY shall be liable to the other(s) for any liability claims, damages or other loss caused by or resulting from a Force Majeure Occurrence.

I. Authority: Each PARTY represents and warrants for itself that the individual executing this Agreement on its behalf has the full power and authority to do so and this AGREEMENT constitutes the legal, valid, and binding agreement of each PARTY hereto.

J. Amendment: This AGREEMENT may be amended only by written instrument duly authorized by each PARTY hereto and duly executed by each respective PARTY hereto.

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*****EXECUTION PAGE AND EXHIBITS FOLLOW THIS PAGE*****

*****The Remainder of this page is intentionally left blank*****

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This AGREEMENT is hereby **EXECUTED** by the PARTIES hereto, each respective PARTY acting by and through its duly authorized representative, to be effective on the date specified herein.

CONTRACTOR:

Phillip Contreras President

Signature and Title

Phillip Contreras, President

Printed Name and Title of person signing for CONTRACTOR

5/23/2025

Date Signed

HOMEOWNER (ALL PERSONS WITH OWNERSHIP INTEREST MUST SIGN):

Signed by:

5AB0AFF41BC143E...

Signature of Homeowner

5/23/2025

Date Signed by Homeowner above

Signature of Homeowner

Date Signed by Homeowner above

Signature of Homeowner

Date Signed by Homeowner above

ELEVATION PROJECT AGREEMENT

THIS ELEVATION PROJECT AGREEMENT ("Agreement") is entered into this 2 day of June, 2025 (hereinafter referred to as the "Effective Date") by and between **the City of** Baytown, (hereinafter referred to as "CITY") and William Fette III, (hereinafter referred to as the "RECIPIENT")**.**

WHEREAS, the CITY has received a FEMA Flood Mitigation Assistance (FMA) grant, administered by the State of Texas, Texas Water Development Board, (hereinafter referred to as the "TWDB"), for the elevation of Flood Prone homes; and

WHEREAS, the goals of the FMA program include assisting States and communities participating in the NFIP in reducing or eliminating the long-term flood risks to severe repetitive loss properties; and

WHEREAS, the CITY, on behalf of the RECIPIENT, has applied for and had approved, FMA program funds (herein "Program Funds" or "Elevation Contract Amount") to elevate the home owned by the RECIPIENT, located at 1422 KILGORE RD, Baytown TX 77520 ("Property");

WHEREAS, FEMA and the TWDB have adopted guidelines and rules providing which building systems or components are eligible for FEMA funding for structure elevation as provided in the Federal Emergency Management Agency, *Hazard Mitigation Guidance Addendum*, Hazard Mitigation Grant Program, Pre-Disaster Mitigation Program, and Flood Mitigation Assistance Program pp. 74-80 (February 27, 2015); and

WHEREAS, where this agreement refers to the responsibilities the RECIPIENT, in all such references, CITY will assist the RECIPEINT in meeting these requirements/ obligations; therefore

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS MADE AND AGREED UPON TO BE KEPT HEREIN, THE CITY AND THE RECIPIENT DO MUTUALLY AGREE AS FOLLOWS:

(1) SCOPE OF WORK, REPRESENTATIVE AND WARRANTIES:

1.01 The RECIPIENT (WITH DIRECT SUPPORT FROM CITY AND THE CITY'S PROJECT MANAGEMENT CONSULTANT) shall fully perform the flood mitigation Project attached hereto as Attachment A (herein the "Project"), in accordance with the approved scope(s) of work indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. RECIPIENT shall comply with all applicable codes and standards in performing the work under this Agreement.

1.02 RECIPIENT represents and warrants that the structure proposed for assistance from this Agreement is currently covered by an NFIP backed flood insurance policy and shall remain so insured for the life of the property.

1.03 In performing the Scope of Work RECIPIENT (WITH DIRECT SUPPORT FROM CITY AND THE CITY'S PROJECT MANAGEMENT CONSULTANT) agrees to ensure performance of all activities described in Attachment A to the satisfaction of the CITY.

1.04 RECIPIENT represents and warrants that the Project must be completed to at least Eighteen Inches above the Base Flood Elevation (BFE).

1.05 RECIPIENT shall submit to the CITY a Certificate of Occupancy and Final Elevation Certificate to certify that the structure is elevated to at required height above the BFE. (Certificate of Occupancy and Final Elevation Certificate to be provided to RECIPIENT by the elevation contractor as part of final draw). Model Restrictions are included in Attachment E of this Agreement. In addition, RECIPIENT shall provide a certification from a building official or licensed design professional verifying the structure was elevated to the minimum requirements of the CITY's Floodplain Management Ordinance. These documents shall be submitted before closeout can be completed and will be provided to RECIPIENT by the elevation contractor as part of final draw).

1.06 RECIPIENT (WITH DIRECT SUPPORT FROM CITY AND THE CITY'S PROJECT MANAGEMENT CONSULTANT represents and warrants that the Project must follow all applicable state, local and federal laws, regulations, requirements, and that the RECIPIENT will obtain (before starting Project work) and comply with all required permits and approvals – permits will be obtained by the elevation contractor and provide to the RECIPIENT and Project Management Consultant.

(2) FUNDING

2.01 The CITY shall provide FMA funds identified in the FMA grant, administered by the Texas Water Development Board. After carefully reviewing the quotes received from the Elevation Contractors, Recipient has chosen to use Planet 3 Elevation to elevate Recipient's property. The Elevation cost associated with the Recipient's chosen elevation contractor, as detailed in Attachment B, are $332,980.60. In addition, there is a Project management fee of $6,000.00.

The Recipient shall be reimbursed for FMA eligible costs up to an amount not to exceed $338,980.60 (this includes elevation contract amount and project management, listed above) incurred in the satisfactory performance of work required to complete the Project.

CONTRACTOR will submit invoices to RECIPIENT and CITY. CITY will be responsible for

payment of said invoices to CONTRACTOR. CITY will be responsible for payment of said invoices to CONTRACTOR.

2.01.01 In the event that CONTRACTOR has provided Performance and Payment Bonds, CONTRACTOR shall be entitled to request up to four (4) disbursements from the ELEVATION CONTRACT AMOUNT after completing each phase of work and submitting the following documentation to CITY;

a. **Phase 1 Pre-elevation/mobilization** - 30% of the total ELEVATION CONTRACT AMOUNT upon receipt of inspector's report plus the submittal of the following:

   1. CONTRACTOR invoice;
   2. Initial elevation certificate
   3. Contractor Non-Eligible Work Acknowledgement
   4. Copies of requisite permits
   5. Copy of fully executed ELEVATION AGREEMENT between RECIPIENT and CONTRACTOR.
   6. Pre-elevation photographs – minimum of two (2) views each of front and back to show all four exterior walls; and
   7. Signed and notarized CONTRACTOR Lien Waiver Affidavit (Interim) Form.

b. **Phase 2 Raised, ready to set, building department inspections** – 30% of the total ELEVATION CONTRACT AMOUNT, provided that at least 60% of the Elevation construction is complete and CONTRACTOR' S submittal of the following:

   1. CONTRACTOR invoice;
   2. Contractor provided Engineer Concurrence as to 60% completion
   3. RECIPIENT written concurrence with payment of draw If RECIPIENT refuses to concur with this draw, the CITY will have final say as to whether the work is complete to the satisfaction of the CITY building code inspector and in accordance with the grant. CITY reserves the right to authorize this final payment, for the purposes of closing out the grant eligible work. In this unusual situation, the RECIPEINT reserves the right to take whatever action against the CONTRACTOR they feel is necessary to resolve the dispute. Any and all legal fees incurred by the homeowner in pursuit of any and all claims against the contractor would be solely at the homeowner's expense;
   4. Signed and notarized CONTRACTOR Lien Waiver Affidavit (Interim) Form; and

c. **Phase 3 Structure elevated to design height, foundation installed, mechanicals reconnected** - 30% of the total ELEVATION CONTRACT AMOUNT, provided that at least 90% of the Elevation construction is complete and upon receipt of inspector's report plus the submittal of the following:

   1. CONTRACTOR invoice;
   2. Contractor provided Engineer Concurrence as to 90% completion
   3. RECIPIENT written concurrence with payment of draw. If RECIPIENT refuses to concur with this draw, the CITY will have final say as to whether the work is complete to the satisfaction of the CITY building code inspector and in accordance with the grant. CITY reserves the right to authorize this final payment, for the purposes of closing out the grant eligible work. In this unusual situation, the RECIPEINT reserves the right to take whatever action against the CONTRACTOR they feel is necessary to resolve the dispute. Any and all legal fees incurred by the homeowner in pursuit of any and all claims against the contractor would be solely at the homeowner's expense;
   4. Signed and notarized CONTRACTOR Lien Waiver Affidavit (Interim) Form; and

d. **Phase 4 Final Inspection, occupancy certificate, all grant requirements met** - 10% of the total ELEVATION CONTRACT AMOUNT, provided that the elevation construction is complete and upon receipt of inspector's report plus the submittal of the following:

   1. Final CONTRACTOR invoice;
   2. Post Elevation - Elevation Certificate (FEMA Form 086-0-33, or most current FEMA Elevation Certificate if new version is available);
   3. Certificate of occupancy, or building code department concurrence the project is complete;
   4. Signed and notarized Lien Waiver Affidavit CONTRACTOR Form;
   5. Copy of CONTRACTOR Warranties that have been signed by RECIPIENT
   6. If ADA elevator or lift was installed, elevator installation specifications and engineering concurrence that elevator was installed in accordance with said specifications. These documents provided to both the CITY and the RECIPIENT;
   7. RECIPIENT written concurrence with payment of this final draw – if RECIPIENT refuses to concur with the final draw, the CITY will have final say as to whether the work is complete to the satisfaction of the CITY building code inspector and in accordance with the grant. CITY reserves the right to authorize this final payment, for the purposes of closing out the grant eligible work. In this unusual situation, the RECIPEINT reserves the right to take whatever action against the CONTRACTOR they feel is necessary to

resolve the dispute. Any and all legal fees incurred by the homeowner in pursuit of any and all claims against the contractor would be solely at the homeowner's expense;

8. Contractor provided Engineer Concurrence as to 100% completion;
9. Final elevation photographs – minimum of three (3) views each of front and each side to show all four exterior walls.

2.01.02 In the event that the CONTRACTOR has not provided Payment and Performance Bonds, CONTRACTOR will not be given notice to proceed and the work will not begin until said Performance Bond is provided. If CONTRACTOR is unable to provide a Performance Bond, the RECIPENT will be instructed to choose another contractor. Performance Bonds, and Payment bonds shall be for the total project costs, to include both grant eligible and RECIPIENT (grant ineligible) costs.

2.02 Allowable costs shall be determined in accordance with the 2 Code of Federal Regulations (CFR) 200, and 44 CFR Part 79, and other applicable FMA program guidance. The payment to the selected CONTRACTOR-shall be provided upon request from the RECIPIENT as each phase of the project is completed and approved by the building inspection department and submittal of required receipts from the RECIPIENT (WITH DIRECT SUPPORT FROM CITY AND THE CITY'S PROJECT MANAGEMENT CONSULTANT).

2.03 The final payment of funds to the CONTRACTOR will be made only after Project completion, submission of all required documentation and a formal request for final payment. Payment and retention of all funding under this Agreement is subject to final review.

2.04 In recognition that the RECIPIENT will have and receive full value and benefit from the Project, the RECIPIENT waives any claim whatsoever to Project funds not received by the CITY from other funding sources.

2.05 Funds may be recaptured from the RECIPIENT by the CITY or FEMA in the event of non-compliance with the terms and conditions of this Agreement. The RECIPIENT consents and agrees that in the event of a final determination of non-compliance, the RECIPIENT shall immediately remit repayment of the ineligible expenses to the CITY. In the alternative, any other funds due and payable to the RECIPIENT from either FEMA or the CITY may be retained by the CITY or FEMA for purposes of recapture. Recapture may result from any non-compliance, including but not limited to (1) failure to provide the required matching funds; (2) failure to complete the Project within the specified time or failure to complete the Project in accordance with applicable provisions of this Agreement, FEMA regulations, or other applicable law or guidance.

2.06 It is understood that there are two Agreements associated with this elevation:

- This agreement between the CITY the Recipient
- An agreement between the Recipient and the Elevation Contractor, ELEVATION CONTRACTOR – (Attachment B attached hereto)

The Agreement between the RECIPIENT and Contractor indicates RECIPIENT is responsible for payment under this grant, however, as indicated above, payment for work completed under the terms of this agreement, will be made from the CITY directly to the Elevation contractor, on the RECIPIENT's behalf. Therefore, in the agreement between RECIPIENT and CONTRACTOR, the RECIPIENT has assigned its right to all monies the RECIPIENT is entitled to be paid by the CITY for the work performed by CONTRACTOR. Additionally, the CITY hereby acknowledges CONTRACTOR as a third-party beneficiary to this agreement and further acknowledges that RECIPIENT has assigned its right to be paid by the CITY to CONTRACTOR.

(3) INCORPORATION OF LAW, RULES, REGULATIONS AND POLICIES

3.01 Both the RECIPIENT and the CITY shall be governed by applicable federal, Texas, and COUNTY laws, rules, regulations and agreements.

(4) PERIOD OF AGREEMENT

4.01 This Agreement shall commence upon the Effective Date and shall remain in full force and effect as to its provisions, terms and conditions until two years after the effective date unless terminated earlier in accordance with the provisions of paragraphs (7) or (11) of this Agreement.

(5) MODIFICATION OF CONTRACT

5.01 Modification of the provisions of this Agreement shall be with the mutual consent of the parties. Modifications shall be valid only when reduced to writing, duly signed by each of the parties hereto and attached to the original of this Agreement.

(6) RECORDKEEPING, PROCUREMENT AND PROPERTY MANAGEMENT

1.a.1 All original records pertinent to this Agreement shall be retained by the CITY on the RECIPIENT's behalf, for three (3) years following the date of termination of this Agreement or of submission of the final close-out report by the CITY, whichever is later, with the following exception:

If any litigation, claim or audit is started before the expiration of the three-year period and extends beyond the three-year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved, or until the expiration of any minimum record retention requirement required by law, whichever is greater.

6.02 All records, including the supporting documentation of all program costs, shall be sufficient to determine compliance with the requirements and objectives of the Budget, Scope of Work and Schedule-- Attachments A, B, and C -- and all other applicable laws and regulations. The CITY ON THE RECIPIENT'S BEHALF, agrees to implement and maintain a recordkeeping and financial management system sufficient to meet FEMA and State of Texas financial reporting requirements and to document that FMA funds have been used in accordance with applicable law.

6.03 The RECIPIENT, its employees or agents including all subcontractors or consultants to be paid from funds provided under this Agreement shall allow access to CITY ON THE RECIPIENT'S BEHALF,'s records at reasonable times to the CITY, its employees or agents. "Reasonable" shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the CITY. To the extent that the RECIPIENT uses the services of subcontractors and consultants in the performance of the RECIPIENT's duties and obligations under this Agreement, this Section 6.03 must be contained in any subcontract or consultant agreement.

(7) REPORTS

1.1 The RECIPIENT shall keep in close contact with the CITY and will notify the CITY of any contact information or Project circumstance changes. The CITY will issue official letters, call official meetings and require documentation to be submitted on a periodic basis. RECIPIENT shall respond in writing to the CITY within ten (10) business days of the date of any written or oral inquiry by the CITY to ensure Project timelines are met and compliance with the state and federal government requirements are achieved.

If all required documentation and cooperation are not provided by the RECIPIENT to the CITY, the CITY may withhold further payments until such documentation and cooperation are completed or the CITY may take such other action as set forth in paragraph (11)

The RECIPIENT shall respond in writing to the CITY within ten (10) business days of the date of any written or oral inquiry by providing such additional Project updates or information as may be requested by the CITY.

(8) MONITORING

8.01 The CITY ON THE RECIPIENT'S BEHALF, shall constantly monitor the project performance under this Agreement to ensure that time schedules are being met; and the work included in the Contract between the RECIPIENT and the CONTRACTOR ("Elevation Contract") Exhibit B and C is within specified time periods. Such a review shall be made for each function or activity as set forth in Attachments A, B and C to this Agreement and the terms and conditions of the Agreement. The CITY may perform on-site or other types of Project monitoring as it deems necessary. Should the elevation be found to be insufficient in meeting the stated terms of this Agreement and/or the Elevation Contract, the CITY may request explanations, amendments or further specifications to the submitted report to which the RECIPIENT shall respond in writing to the CITY within ten (10) business days of the date of any written or oral inquiry.

(9) LIABILITY

9.01 The RECIPIENT agrees to be fully responsible for his own negligent acts or omissions or tortious acts. Nothing herein shall be construed as consent by the CITY or a State agency or subdivision of the State of Texas to be sued by third parties in any matter arising out of this Agreement.

9.02 The CITY ON THE RECIPIENT'S BEHALF, represents and warrants that hazardous and toxic materials, if present at any locations where the Project will be performed, are at levels within regulatory limits and do not trigger action by the Federal, State or local laws or regulations. The RECIPIENT (WITH DIRECT SUPPORT FROM CITY AND THE CITY'S PROJECT MANAGEMENT CONSULTANT) further represents and warrants that the presence of any condition(s) or material(s) on site, which are subject to Federal, State or local laws or regulations (including but not limited to: above ground or underground storage tanks or vessels, or asbestos, pollutants, irritants, pesticides, contaminants, petroleum products, waste, chemicals and septic tanks), shall be handled and disposed of in accordance with Federal, State or local laws or regulations.

(10) GENERAL INDEMNIFICATION

10.01 *General Tort Indemnity*. The RECIPIENT agrees to and will at all times indemnify, save and hold harmless the CITY from all liability and claims, demands, damages and costs of every kind and nature, including attorney's fees at trial or appellate levels, and all court costs arising

out of injury to or death of persons and damages to any and all property including loss of use thereof resulting from or in any manner arising out of the RECIPIENT's relationship with its employees, agents, contractors, and/or subcontractors, or those under their control's performance under this Agreement, excepting only liability resulting from the sole negligence of the CITY. The RECIPIENT shall, upon request from the CITY, defend and satisfy any and all suits arising from its use of the premises.

10.02 *Environmental Indemnity.* The RECIPIENT agrees to and will at all times indemnify, defend and hold harmless the CITY from including, without limitation, any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs of cleanup, containment or other remediation, and all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) arising from or in connection with (a) the actions or activities of the RECIPIENT, its employees, agents, contractors, and/or subcontractors, or those under their control that result in a violation of any environmental law, ordinance, rule or regulation or that leads to an environmental claim or citation or to damages due to such actions or activities, (b) any environmental, health and safety liabilities arising out of or relating to the operation or other activities performed in connection with this Agreement by the RECIPIENT , its employees, agents, contractors, and/or subcontractors, or those under their control at any time or on prior to the day and year first above written or (c) any bodily injury,(including illness, disability and death, regardless of when any such bodily injury occurred, was incurred or manifested itself), personal injury, property damage (including trespass, nuisance, wrongful eviction, and deprivation of the use of real property) or other damage of or to any person in any way arising from any hazardous activity conducted by the RECIPIENT, its employees, agents, contractors, and/or subcontractors, or those under their control. The CITY will be entitled, but not required, to control any remedial action, any proceeding related to an environmental claim.

10.03. *Violation of Laws Indemnity.* The RECIPIENT agrees to and will at all times indemnify, defend and hold harmless the CITY and Jeffrey S. Ward & Associates, Inc., from including without limitation, any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) arising from or based upon the violation of any federal, state or local laws, statutes, ordinances, resolutions, rules or regulations, by the RECIPIENT, its employees, agents, contractors, and/or subcontractors, or those under their control.

10.04 *Breach of Representations, Warranties and Obligations Indemnity.* The RECIPIENT agrees to, and will at all, times indemnify, defend and hold harmless the CITY Jeffrey S. Ward & Associates, Inc, from including, without limitation, any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) which may be incurred by, charged to or recovered from any of the foregoing, arising directly or indirectly out of (a) any breach of any representation or warranty made by the RECIPIENT, its employees, agents, contractors, and/or subcontractors, or those under their control pursuant to this Agreement or (b) any breach of any covenant or obligation of the RECIPIENT, its employees, agents, contractors, and/or subcontractors, or those under their control set forth in this Agreement or any other certificate, document, writing or other instrument delivered by the RECIPIENT, its employees, agents, contractors, and/or subcontractors, or those under their control pursuant to this Agreement.

(11) DEFAULT, REMEDIES, TERMINATION

11.01 If any of the following events occur and the ("Events of Default"), all obligations on the part of the CITY to make any further payment of funds hereunder shall, if the CITY so elects, terminate and the CITY may at its option exercise any of the remedies set forth herein; the CITY may take, any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies and without becoming liable to make any further payment:

11.01.01.a. If any warranty or representation made by RECIPIENT in this Agreement or any previous Agreement with the CITY shall at any time be false or misleading in any respect.

11.01.01.b. If the RECIPIENT shall fail to keep, observe or perform any of the terms or covenants contained in this Agreement or any previous agreement with the CITY, and the RECIPIENT has not cured such Event of Default within thirty (30) days of the date of written notice to the RECIPIENT from the CITY;

11.01.02. If Project funds from mortgage lenders or other sources are not received because of defaults in the mortgages, construction loan agreements, or other loan documents used for the RECIPIENT's funding of the Project and the RECIPIENT has not cured such Event of Default within thirty (30) days of the date of written notice to the RECIPIENT from the CITY;

11.01.03. If any reports required by this Agreement have not been submitted to the CITY or have been submitted with incorrect, incomplete or insufficient information and the RECIPIENT has not cured such Event of Default within thirty (30) days of the date of written notice to the RECIPIENT from the CITY;

11.01.04. If the RECIPIENT (WITH DIRECT SUPPORT FROM CITY AND THE CITY'S PROJECT MANAGEMENT CONSULTANT) failed to perform and complete in a timely fashion any of the Project work required under the Elevation Contract attached hereto as Attachment B and C and the RECIPIENT (WITH DIRECT SUPPORT FROM CITY AND THE CITY'S PROJECT MANAGEMENT CONSULTANT) has not cured such Event of Default within thirty (30) days of the date of written notice to the RECIPIENT from the CITY;

11.01.05. If the necessary funds are not available to fund this Agreement as a result of action by the CITY, Legislature, the State of Texas Office of the Comptroller or the Office of Management & Budget.

11.02 Upon the happening of an Event of Default, and upon the RECIPIENT's failure to timely cure, where applicable, the CITY may exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the following remedies shall not preclude the CITY from pursuing any other remedies contained herein or otherwise provided at law or in equity:

11.02.01. Terminate this Agreement;

11.02.02. Commence an appropriate legal or equitable action to enforce performance of this Agreement;

11.02.03. Withhold or suspend payment of all or any part of a request for payment;

11.02.04. Exercise any corrective or remedial actions, to include but not be limited to, requesting additional information from the RECIPIENT to determine the reasons for or the extent of non-compliance or lack of performance, issuing a written warning to advise that more serious measures may be taken if the situation is not corrected, advising the RECIPIENT to suspend, RECIPIENT to reimburse the CITY for the amount of costs incurred for any items determined to be ineligible; and,

11.02.05. Exercise any other action or remedies which may be otherwise available under law.

11.03 The RECIPIENT shall return funds to the CITY if found in non-compliance with laws, rules, and regulations governing the use of the funds made available pursuant to this Agreement. Funds shall be delivered by certified check or money order made payable to the CITY within thirty (30) days from the date of the written demand from the CITY.

11.04 This Agreement may be terminated by the written mutual consent of both parties.

11.05 Notwithstanding the above, the RECIPIENT shall not be relieved of liability to the CITY by virtue of any breach of Agreement by the RECIPIENT. The CITY may withhold any

payments to the RECIPIENT, from this or any other agreement between the RECIPIENT and the CITY, for purpose of set-off until such time as the exact amount of damages due the CITY from the RECIPIENT is determined.

(12) NOTICE AND CONTACT

12.01 All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery or first class mail, certified mail or return requested to the representative identified below and the said notification attached to the original of this Agreement.

12.02 The name and address of the CITY contract manager for this Agreement is:

David Alamia, Emergency Management Coordinator

2401 Market St, Baytown TX 77520

281-422-1129

david.alamia@baytown.org

12.03. The name and address of the Representative of the RECIPIENT responsible for the administration of this Agreement is:

William Fette III

1422 KILGORE RD Baytown TX 77520

346-216-1206

william.fette@tkaltd.com

12.04. In the event that different representatives are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be rendered as provided in Section 12.02 and 12.03 above.

(13) OTHER PROVISIONS

13.01. The validity of this Agreement is subject to the truth and accuracy of all the information, representations and materials submitted or provided by the RECIPIENT in the Application, in

any subsequent submission or response to the CITY request or in any submission or response to fulfill the requirements of the Agreement and such information, representations and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall at the option of the CITY, cause the termination of this Agreement and the release of the CITY from all its obligations to the RECIPIENT.

13.02. This Agreement shall be construed under the laws of the State of Texas and venue for any actions arising out of this Agreement shall lie exclusively in the courts of The City of Conroe. If any provision hereof is in conflict with any applicable Statute or Rule or is otherwise unenforceable, then such provision shall be deemed severable but shall not invalidate any other provision of this Agreement.

13.03 No waiver by the CITY of any right or remedy granted hereunder or failure to insist on strict performance by the RECIPIENT shall affect or extend or act as a waiver of any other right or remedy of the CITY hereunder, or affect the subsequent exercise of the same right or remedy by the CITY for any further or subsequent default by the RECIPIENT. Any power approval or disapproval granted to the CITY under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.

13.04 Utilities: RECIPIENT is responsible for authorizing the disconnection of electricity, telephone, cable and gas as directed by the CONTRACTOR. RECIPIENT is responsible for all utility bills during elevation. RECIPIENT is responsible for authorizing reconnection of all utilities as directed by the CONTRACTOR. Any upgrades required by utility company for reconnection are not eligible costs hereunder.

13.05. The Agreement may be executed in any number of counterparts any one of which may be taken as an original.

(14) FINANCIAL REQUIREMENTS

In addition to the requirements of Section 6 of this Agreement:

14.01. The CITY ON THE RECIPIENT'S BEHALF, agrees to maintain receipts and other documents in order to account for the receipt and expenditure of funds under this Agreement.

14.02. These records shall be available at all reasonable times for inspection, review or audit by State personnel and other personnel duly authorized by the CITY. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m. local time, Monday through Friday.

14.03 The CITY ON THE RECIPIENT'S BEHALF, shall maintain the records, reports, or financial statements for the purposes of auditing and monitoring the funds awarded under this

Agreement and the RECIPIENT shall respond in writing to the CITY within ten (10) business days of the date of any written or oral request.

14.04 The CITY ON THE RECIPIENT'S BEHALF, shall retain all financial records, supporting documents, statistical records and any other documents pertinent to this contract for a period of three (3) years after the date of the submission of the final expenditure report. However, if litigation or an audit has been initiated prior to the expiration of the three-year period, the records shall be retained until the litigation or audit findings have been resolved.

(15) SUBCONTRACTS

15.01. If the RECIPIENT subcontracts any or all of the work required under this Agreement, the RECIPIENT agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this Agreement with the CITY.

15.02. The RECIPIENT (WITH DIRECT SUPPORT FROM CITY AND THE CITY'S PROJECT MANAGEMENT CONSULTANT) agrees to include in the subcontract that the subcontractor shall hold the CITY and the RECIPIENT harmless against all claims of whatever nature arising out of the subcontractor's performance of work for the RECIPIENT.

15.03 Contractual arrangements shall in no way relieve the RECIPIENT of his responsibility to ensure that all funds issued pursuant to this Agreement be administered in accordance with all Federal, State or local laws or regulations.

(16) TERMS AND CONDITIONS

16.01. The Agreement constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by either party hereunder. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party, or any representative of either party, which is not expressed herein shall be binding.

(17) ATTACHMENTS

17.01. All attachments to this Agreement are incorporated as if set out fully herein.

17.02. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments hereto, the language of such attachments shall be controlling but only to the extent of such conflict or inconsistency.

17.03. This Agreement has the following attachments:

Attachment A	TWDB Contract No. 2200012797 Contract between CITY and TWDB – incorporated by reference
Attachment B	Elevation Contract Between RECIPIENT and CONTRACTOR
Attachment C	Model Acknowledgement of Conditions for Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds
Attachment D	HOA Acknowledgement
Attachment E	Non-Eligible Work Acknowledgement
Attachment F	Engineering Acknowledgement
Attachment G	Deed Restriction (Original Needs to be returned)
Attachment H	Affidavit of Right to Place Forced NFIP Flood Insurance

(18) STANDARD CONDITIONS

18.01 The RECIPIENT agrees to be bound by the following standard conditions:

18.01.01. The State of Texas's performance and the CITY's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature and subject to any modification in accordance with Chapter 216 and Chapter 252.37, F.S. or the Texas Constitution.

18.01.02. If mutually agreed by the parties, an extension of this Agreement shall be in writing for a period not to exceed three (3) months and shall be subject to the same terms and conditions set forth in this Agreement. There shall be only one extension of the Agreement granted to the RECIPIENT unless the RECIPIENT can prove to the satisfaction of the CITY that failure to meet the criteria set forth in the Agreement for completion is due to events beyond the control of the RECIPIENT. Any extension of this Agreement is contingent upon receipt of written permission from the State and Federal agencies involved with this Agreement to extend their agreements with the CITY to accommodate an extension request of this Agreement by the RECIPIENT.

1.a.3 All bills for fees or other compensation for services or expenses shall be submitted in

Detail sufficient for a proper pre-audit and post-audit thereof to the CITY.

(19) STATE LOBBYING PROHIBITION

19.01. No funds or resources received from the CITY in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the Texas Legislature or the CITY.

(20) LEGAL AUTHORIZATION

20.01. The RECIPIENT certifies with respect to this Agreement that the RECIPIENT possesses the legal authority to receive the funds to be provided under this Agreement. The RECIPIENT also certifies that the RECIPIENT possesses the authority to legally execute and bind the RECIPIENT to the terms of this Agreement, and that the RECIPIENT are all persons having legal or equitable title to the property on which the Project is being accomplished.

(21) ASSURANCES

21.01. The RECIPIENT shall comply with the Statement of Assurances included in Attachment A. Failure of the RECIPIENT to comply with the federal, state and local laws, Executive Orders, agreements and regulations referenced in Attachment A of this Agreement as well as failure to comply with any other term of this Agreement or federal, state or local laws and regulations shall be cause for the immediate suspension of payments or the immediate termination of this Agreement at the option of the CITY.

(22) SECTION HEADINGS

22.01. Section headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

(23) CONSTRUCTION

1.1. Both parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared this Agreement. The rule sometimes referred to as *"Fortius Contra Preferentum*" shall not be applied to the interpretation of this Agreement.

(24) WARRANIES

CONTRACTOR will be required to provide Warranties to RECIPIENT for all work performed under this Agreement, CONTRACTOR will provide limited warranties and building and

performance standards in accordance with the Texas Residential Construction Commission standards in place prior to the time that the Texas Residential Construction Commission ceased to exist. At a minimum Contractor will be required to provide to each homeowner for which they complete a home elevation a written 10/2/1 warranty from third-party warranty provider. This warranty will be 10 years on the structural foundation system, 2 years on the mechanical reconnections, and 1 year on workmanship, and will include a provision that the warranty company will complete required warranty work if the Contractor is unable to perform such covered work.

CONTRACTOR will not be eligible for final payment hereunder until such Warranty policy has been delivered to RECIPIENT with copy provided to CITY with such copy signed by RECIPIENT evidencing RECIPIENT'S receipt of such Warranty policy.

The following Clauses are required clauses for any contract for a grant in which TWDB is the granting agency. The parties agree to the terms and conditions of these clauses in addition to the other provisions of this agreement. The required clauses are as follows:

(25) STATE AUDITOR CLAUSE

25.01 By executing this AGREEMENT, the RECIPIENT accepts the authority of the State Auditor's Office, under direction of the legislative audit committee, to conduct audits and investigations in connection with any and all state funds received pursuant to this AGREEMENT. The RECIPIENT shall comply with and cooperate in any such investigation or audit. The RECIPIENT agrees to provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The CITY ON THE RECIPIENT'S BEHALF, also agrees to include a provision in any subcontract related to this AGREEMENT that requires the CITY ON THE RECIPIENT'S BEHALF, to submit to audits and investigation by the State Auditor's Office in connection with any and all state funds received pursuant to the AGREEMENT.

(26) FINANCIAL RECORDS

26.01 The CITY ON THE RECIPIENT'S BEHALF,(S) and its contracted parties shall maintain satisfactory financial accounting documents and records, including copies of invoices and receipts, and shall make them available for examination and audit by the EXECUTIVE ADMINISTRATOR of TWDB. Accounting by the CITY ON THE RECIPIENT'S BEHALF,(S) and its contracted parties shall be in a manner consistent with generally accepted accounting principles.

(27) OWNERSHIP

27.01 TWDB shall have unlimited rights to technical or other data resulting directly from the performance of services under this AGREEMENT. It is agreed that all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this AGREEMENT and developed by the CITY ON THE RECIPIENT'S BEHALF,(S) or its contracted parties pursuant to this AGREEMENT shall become the joint property of the RECIPIENT(S), the CITY, and TWDB. These materials shall not be copyrighted or patented by the RECIPIENT(S) or by any consultants involved in this AGREEMENT unless the EXECUTIVE ADMINISTRATOR of TWDB approves in writing the right to establish copyright or patent; provided, however, that copyrighting or patenting by the RECIPIENT(S) or its CONTRACTOR(S) will in no way limit TWDB's access to or right to request and receive or distribute data and information obtained or developed pursuant to this AGREEMENT. Any material subject to a BOARD copyright and produced by the RECIPIENT(S) or BOARD pursuant to this AGREEMENT may be printed by the RECIPIENT(S) or TWDB at their own cost and distributed by either at their discretion. The RECIPIENT(S) may otherwise utilize such material provided under this AGREEMENT as it deems necessary and appropriate, including the right to publish and distribute the materials or any parts thereof under its own name, provided that any BOARD copyright is appropriately noted on the printed materials.

The RECIPIENT(S) and its contracted parties agree to acknowledge TWDB in any news releases or other publications relating to the work performed under this AGREEMENT.

(28) NO DEBT AGAINST THE STATE

28.01 This shall not be construed as creating any debt by or on behalf of the State of Texas, or TWDB, and all obligations of the State of Texas are subject to the availability of funds. To the extent the performance of this AGREEMENT transcends the biennium in which this AGREEMENT is entered into, this AGREEMENT is specifically contingent upon the continued authority of TWDB and appropriations therefore.

(29) LICENSES, PERMIT, AND INSURANCE

29.01 For the purpose of this AGREEMENT, the RECIPIENT(S) will be considered an independent RECIPIENT and therefore solely responsible for liability resulting from negligent acts or omissions. The CITY ON THE RECIPIENT'S BEHALF,(S) shall obtain all necessary insurance, in the judgment of the CITY ON THE RECIPIENT'S BEHALF,(S), to protect themselves, the RECIPIENT, TWDB, and employees and officials of TWDB from liability arising out of this AGREEMENT. THE RECIPIENT SHALL INDEMNIFY AND HOLD

TWDB AND THE STATE OF TEXAS HARMLESS, TO THE EXTENT THE RECIPIENT(S) MAY DO SO IN ACCORDANCE WITH STATE LAW, FROM ANY AND ALL LOSSES, DAMAGES, LIABILITY, OR CLAIMS THEREFORE, ON ACCOUNT OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER CAUSED BY THE RECIPIENT(S), ARISING OUT OF THE ACTIVITIES UNDER THIS AGREEMENT.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their undersigned officials as duly authorized.

RECIPIENT

By: William Fette _____

Printed Name: William Fette III

Date: 06/04/2025 _____

By: _____

Printed Name: William Fette III

Date: _____

THE CITY OF Baytown, TEXAS

By: Jason Reynolds _____

~~David Alamia~~
Jason Reynolds

06/04/2025 _____

Date

Attachment A

TWDB Contract No. 2200012797 between CITY and State of Texas

Contract is incorporated by reference and can be reviewed at CITY offices

Attachment B

Elevation Contract between RECIPIENT and ELEVATION – (to be inserted once contract is executed)

Attachment C

MODEL ACKNOWLEDGEMENT OF CONDITIONS
FOR MITIGATION OF PROPERTY IN A SPECIAL FLOOD HAZARD AREA
WITH FEMA GRANT FUNDS

Property Owner: William Fette III

Property Address: 1422 KILGORE RD, Baytown TX 77520

As a RECIPIENT of Federally-funded hazard mitigation assistance under the Flood Mitigation Assistance program, as authorized by 42 U.S.C. §4102a, the Property Owner accepts the following conditions:

1. That the Property Owner has insured all structures that will **not** be demolished or relocated out of the SFHA for the above-mentioned property to an amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular property, whichever is less, through the National Flood Insurance Program (NFIP), as authorized by 42 U.S.C. §4001 *et seq.*, as long as the Property Owner holds title to the property as required by 42 U.S.C. §4012a.
2. That the Property Owner will maintain all structures on the above-mentioned property in accordance with the flood plain management criteria set forth in Title 44 of the Code of Federal Regulations (CFR) Part 60.3 and CITY/County Ordinance as long as the Property Owner holds title to the property. These criteria include, but are not limited to, the following measures:

    i. Enclosed areas below the Base Flood Elevation will only be used for parking of vehicles, limited storage, or access to the building;
    ii. All interior walls and floors below the Base Flood Elevation will be unfinished or constructed of flood resistant materials;
    iii. No mechanical, electrical, or plumbing devices will be installed below the Base Flood Elevation; and
    iv. All enclosed areas below Base Flood Elevation must be equipped with vents permitting the automatic entry and exit of flood water.

For a complete, detailed list of these criteria, see CITY Ordinance.

3. The above conditions are binding for the life of the property. To provide notice to subsequent purchasers of these conditions, the Property Owner agrees that the CITY will legally record with the county or appropriate jurisdiction's land records a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:

"This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. §5154a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The Property Owner is also required to maintain this property in accordance with the flood plain management criteria of Title 44 of the Code of Federal Regulations Part 60.3 and CITY/County Ordinance."

4. Failure to abide by the above conditions may prohibit the Property Owner and/or any subsequent purchasers from receiving Federal disaster assistance with respect to this property in the event of any future flood disasters. If the above conditions are not met, FEMA may recoup the amount of the grant award with respect to the subject property, and the Property Owner may be liable to repay such amounts.

This Agreement shall be binding upon the respective parties' heirs, successors, personal representatives, and assignees.

Signature Page Follows

The City of Baytown, A Texas municipal corporation

By: Jason Reynolds 06/04/2025
Jason Reynolds (Jun 4, 2025 11:08 CDT)

~~David Alamia, Emergency Management Coordinator~~
Jason Reynolds, City Manager

For the Owner:

William Fette III

Signature of William Fette III

William Fette III

Signature of William Fette III

SEAL

Notary Public

ACKNOWLEDGEMENT

State of ~~Texas,~~ NEW MEXICO County of EDDY

Before me, on this day personally appeared William Fette III, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 2nd day of JUNE, 2025.

Notary Public's Signature

State of ~~Texas,~~ NEW MEXICO County of Eddy

Before me, on this day personally appeared William Fette III, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 2nd day of JUNE, 2025.

Notary Public's Signature

DORA JEAN FLOREZ
Notary Public
State of New Mexico
Comm. # 1098937
My Comm. Exp. Jun 11, 2028

Attachment D

HOA Acknowledgement

Property Owner: William Fette III

Property Address: 1422 KILGORE RD

This is to acknowledge that I live in a neighborhood that has a Homeowner Association. I further acknowledge that the grant does not cover costs for items required by the HOA that are not otherwise grant eligible (such as concrete steps, finishes on the three-sided enclosures, etc.)

I acknowledge that it is my responsibility to get HOA concurrence for the work to be done relative to the elevation

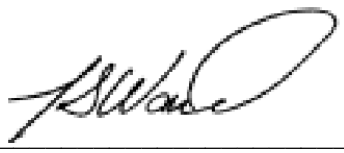
By signing below, I acknowledge that I have or will obtain HOA approval for all required alterations, additions or changes made to the exterior of the above listed home.

_____ _____

Signature of Property Owner(s) Date

_____ _____

Signature of Property Owner(s) Date



_____ _May 29, 2025__

Signature of CITY Representative Date

Attachment E

Non-Eligible Work Acknowledgement

Property Owner: William Fette III

Property Address: 1422 KILGORE RD

I, William Fette III, do solemnly swear and affirm that I have not directly or indirectly asked for, requested, or solicited, or paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value for the giving of a contract for services related to home elevation, which is to be funded, in part, by the City of Conroe (a "Elevation Project Agreement"). In particular, I have not induced, by any means, any contractor to enter into a contract for home elevation services for my property ("Home Elevation Contract") under the City of Conroe's flood mitigation program that would include building systems or components that are not eligible for FEMA funding for Structure Elevation as provided in the Federal Emergency Management Agency, *Hazard Mitigation Guidance Addendum,* Hazard Mitigation Grant Program, Pre-Disaster Mitigation Program, and Flood Mitigation Assistance Program pp. 74-80 (February 27, 2015).

Further, I agree to report to the City Manager of the City of Conroe, in writing, any and all offers of any money or thing of value from a contractor or other person related to the Elevation Project Agreement or a Home Elevation Contract in the City of Conroe.

Finally, I agree to affirm that the Home Elevation Contract with my chosen contractor is genuine and not collusive or a sham, and that I did not collude, conspire, connive or agree, directly or indirectly, in any manner, directly or indirectly, to fix the price for the Home Elevation Contract, in order to secure any advantage against the City of Conroe or to provide any gifts or services for me or my property for participating in the City's elevation project other than those building systems or components eligible for FEMA funding that are clearly disclosed in the Home Elevation Contract.

The undersigned signs this document, I am subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

William Fette
William Fette (Jun 4, 2025 11:53 MDT)

Signature of Property Owner(s) — Date: 06/04/2025

Signature of Property Owner(s) — Date

Signature of CITY Representative — Date: May 29, 2025

Attachment F

Engineering Acknowledgement

Property Owner: William Fette III

Property Address: 1422 KILGORE RD

I/We, hereby acknowledge, that the preliminary engineering designs/plans are for permitting and bidding purposes and designed prior to excavation, exposure, and visual inspection of slab(s), foundation(s), and/or pier and beams.

I/We, hereby acknowledge, that engineering designs/plans will change throughout the elevation process due to visual inspection slab(s), foundation(s), and /or pier and beams, and city code enforcement/permitting official's changes, recommendations, and/or additional requirements.

I/We, hereby acknowledge, that engineering plans are not final until final "as-built" plans have been stamped by the engineer of record, submitted to the city for final inspection/review, **AND** approved by the city code enforcement/permitting office.

_____	_____
Signature of Property Owner(s)	Date
William Fette William Fette (Jun 4, 2025 11:53 MDT)	06/04/2025
Signature of Property Owner(s)	Date
	May 29, 2025
Signature of City Representative	Date

ATTACHMENT G

DEED RESTRICTION

This Deed Restriction ("Deed") is made by William Fette III, ("Property Owner") on the 2ND day of JUNE, 2025. The Deed is for the property known as 1422 KILGORE RD, Baytown TX 77520 (also known as TRS 4J & 4K ABST 65 W SCOTT in the City of Baytown, County of Harris, State of Texas ("Property").

Be advised that this Property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this Property must be maintained during the life of the Property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. §5154a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The Property Owner is also required to maintain this property in accordance with the flood plain management criteria of Title 44 of the Code of Federal Regulations Part 60.3 and local ordinance.

IN WITNESS WHEREOF, the Property Owner has caused this Deed Restriction to be executed the day first written above.

PROPERTY OWNER:

William Fette III

PROPERTY OWNER:

William Fette III

NEW MEXICO

STATE OF ~~TEXAS~~: §

COUNTY OF EDDY §

BE IT REMEMBERED, that on this day 2ND of JUNE, 2025 before me, the subscriber, a notary public of the State of ~~Texas~~ NEW MEXICO personally appeared William Fette III, who I am satisfied is/are the person(s) who executed the within instrument, and thereupon (s)he acknowledged that (s)he signed, sealed, and delivered to me as his or her own voluntary act the enclosed Deed for the uses and purposes therein expressed.

Notary Public of the State of ~~Texas~~ NEW MEXICO

DORA JEAN FLOREZ
Notary Public
State of New Mexico
Comm. # 1098937
My Comm. Exp. Jun 11, 2028

AFFIDAVIT OF RIGHT TO PLACE FORCED NFIP FLOOD INSURANCE

STATE OF ~~TEXAS~~ New Mexico COUNTY OF ~~Harris~~ Eddy

BEFORE ME, the undersigned authority this day appeared, William Fette III who being by me first duly sworn, does, upon his/her/their oath, depose and say:

THAT Affiant(s) is/are the owner of 1422 KILGORE RD, Baytown TX 77520 , (herein after referred to as "the Property") AND THAT the City of Baytown is required to ensure that any home participating in a FEMA funded home elevation grant maintains flood insurance until the grant is closed out between City of Baytown and the State of Texas.

THAT Affiant(s) acknowledges that after grant closeout, the affiant is responsible to maintain National Flood insurance Program (NFIP) flood insurance for the life of the property and a deed restriction shall be placed on the elevated property indicating this requirement for current and any subsequent owner of said property.

THAT Affiant(s) acknowledges that if they do not maintain flood insurance on this property thereby preventing the City from closing out the grant, the City has the right to place a forced or mandated NFIP policy on this property for the purpose of facilitating grant closeout.

THAT Affiant(s) acknowledges that the cost of this forced or mandated policy shall be recouped by the City from the Affiant. If Affiant does not reimburse the City for the cost of this forced policy, the City has the right to pursue collection by whatever means necessary, to include but not limited to placing a lien on said property, to recoup these incurred costs. This forced policy in no way supersedes the FEMA requirement that Affiant maintain NFIP flood insurance on the property for the life of the structure and FEMA retains their right to take action against the affiant if flood insurance is not maintained after grant closeout.

EXECUTED this the 2 day of June, 2025.

William Fette III

"Affiant"

William Fette III

"Affiant"

THE STATE OF ~~TEXAS~~ New Mexico §

COUNTY OF Eddy §

This instrument was acknowledged before me on this 2nd day of June, 2025, by William Fette III, as Affiant.

Dora Jean Florez

NOTARY PUBLIC IN AND FOR THE STATE OF ~~TEXAS~~ NEW MEXICO

DORA JEAN FLOREZ
Notary Public
State of New Mexico
Comm. # 1098937
My Comm. Exp. Jun 11, 2028

Elevation Agreement

THIS Elevation Agreement ("Agreement") is made and entered into by and between **PLANET THREE CONSULTING CORP**, a Texas corporation ("**PLANET THREE**" or "**P3**"), and **WILLIAM FETTE** and **NANCY FETTE** ("**OWNERS**" or "HOMEOWNERS") on this **28th** day of **MAY,** in the year **2025.**

1. **Elevation Services. PLANET THREE** agrees to perform the Elevation Work scope described in Exhibits A and B attached hereto ("Work"). **PLANET THREE** will supervise and direct the Work, and **PLANET THREE** shall be responsible for construction means, methods, techniques, work sequence, and procedures and for coordinating the Work under this Agreement. Unless otherwise specifically provided herein, **PLANET THREE** will provide and pay for labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for **PLANET THREE**'s sole use and consumption and for the execution of the Work.

2. **Structure.** As part of the Work, **PLANET THREE** will elevate the following structure such that the finished floor height is increased to the greater of the elevation required by the CITY of BAYTOWN or that required by FEMA of two (2) feet above Base Flood Elevation. An updated Elevation Certificate will be obtained before the project is completed in order to confirm the elevation conforms to the requirements.

Structure: Type: **One-story single-family residence.**
Site Address: **1422 KILGORE ROAD, BAYTOWN, TX 77520, (TRS 4J & 4K ABST 65 W SCOTT)**

3. **Contract Amount.** The total Contract Amount for the Work to be paid to **PLANET THREE** shall be **Three Hundred Thirty-Two Thousand Nine Hundred Eighty Dollars and Sixty Cents, US Dollars ($332,980.60)** ("**Contract Amount**").

PLANET THREE shall be entitled to payment of a percentage of the **CONTRACT AMOUNT** in each of four payments corresponding to initiation of this agreement and completion of milestone phases. Payments will be made to **PLANET THREE** by CITY OF BAYTOWN on behalf of OWNERS as grantee of elevation grant funds provided by the Federal Emergency Management Agency ("FEMA"). The grant disbursement criteria and amounts are specified in the Request for Qualifications 25-1207 "FMA PROGRAM HOME ELEVATION SERVICES" issued by CITY of BAYTOWN which governs administration of the FEMA grant program which may make payments to PLANET THHRE on behalf of OWNERS. OWNERS agrees to pay the CONTRACT AMOUNT to **PLANET THREE** as follows:

a) **MILESTONE 1 PRE-ELEVATION/MOBILIZATION:** Twenty percent **($66,596.00**) of the Contract Amount will be paid to **PLANET THREE** when this agreement is executed. This will enable **PLANET THREE** to obtain design plans and engineering, apply for a permit, and prepare for mobilization.
b) **MILESTONE 2 RAISE, READY TO SET:** Forty percent **($133,192.00**) will be paid to **PLANET THREE** on the day the home is lifted to final height and rests on temporary support.
c) **MILESTONE 3 PERMANENT FOUNDATION CONSTRUCTED**: Thirty percent **($99,894.00)** of the Contract Amount will be paid to **PLANET THREE** when the permanent foundation components (piles, footings and columns) are completed.
d) **MILESTONE 4 CONSTRUCTION COMPLETE:** Ten percent **($33,298.60)** of the Contract Amount will be paid to **PLANET THREE**; when construction is complete, when the items listed in Exhibit A are satisfied, and when the job site is cleared.

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The final payment will be due to PLANET THREE immediately upon completion of the physical work specified in Exhibit A.

OWNERS must satisfy any requirements to comply with ordinance or building code that may be prerequisites to obtaining a final elevation certificate or certificate of compliance or similar document or for the satisfaction of building department permit closure, if those requirements are not the explicit responsibility of **PLANET THREE** and listed in EXHIBIT A. A certificate of compliance/completion/occupancy is not a prerequisite to final payment.

The payments to **PLANET THREE** shall be provided when invoiced to the **OWNERS** as each phase of the Work is completed.

4. **Insurance, Warranties, Risks.** At all times during the Work, **PLANET THREE** will obtain and maintain in full force and effect:

- A commercial general liability policy with a combined single limit of $1,000,000 per occurrence and $2,000,000 general aggregate, and $2,000,000 aggregate.
- Workers' compensation policy providing statutory benefits

All liability insurance may be provided by any combination of underlying and excess/umbrella policies.

WARRANTY: **PLANET THREE** provides a warranty covering the structural components installed by **P3** for ten years. The structure is located in a area of expansive soils. Clay soils and soils containing Beidellite, Bentonite Vermiculite, Nontronite, Chlorite, Attapulgite, and Sulfate salts will require moisture regulation to avoid stresses on the structure's foundation. OWNERS will be responsible to maintain steady moisture level in soils near and under the structure in order to minimize expansion and contraction of soils and minimize impact on the structure's foundation.

DAMAGE: Damage caused by the work included in this contract will be repaired by **P3**. **P3** is not responsible for preexisting damage to the foundation or structure. At its sole discretion, **P3** may repair any slab or foundation elements in order to facilitate elevation completion. Such repair does not obligate **P3** to other repairs of pre-existing conditions if present.

RISKS TO STRUCTURE, CONTENTS and PERSONS: OWNERSs acknowledges that there are risks inherent and unavoidable during the course of elevating and/or moving any structure formerly affixed to real property. **P3** will make every effort to complete the Work in a safe and workmanlike manner; provided, however, **P3** cannot guarantee that the Work will not result in damage to the Structure and appurtenant property and contents of Structure. In addition, **P3** does not and cannot warrant the Structure has been constructed or maintained in a manner consistent with any engineering, architectural or building code principles and therefore it is possible that the Structure may be susceptible to damage during the Work due to unknown, inherent or latent defects or issues associated with the construction of the Structure. **OWNERS** realizes that the raising, lowering, and moving of a building will cause stress to a building, especially a building with aged or deteriorated or defective slabs, beams or other underpinnings. **P3** will attempt to minimize stresses to the structure, but **P3** makes no guarantee or representation that the stress that does occur will not cause damage. Contents that may have inherent, intangible or sentimental value to **OWNERS** should be removed prior to the Work. OWNERS will remove any irreplaceable item or contents prior to commencement of work. P3 will use all available space surrounding the home to stage and install materials and to perform the work, Accordingly, **OWNERS** will remove or take effective steps to protect any valuable or irreplaceable item or structure(s) which may be on the premises prior to commencement of work.

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Prior to elevation, an onsite meeting will be conducted with **P3** and OWNERSs to note pre-existing and Site conditions in the Structure and both parties will approve the inspection.

DANGEROUS WORK SITE: At all times after work commences, and until the worksite is cleared after work is completed, the work site will contain risks to the health and safety of any person which may be present on the work site. The work site inherently presents risks of serious injury or death. Injury or death may occur from falling, tripping, puncture, crushing, and other unforeseen events or circumstances. OWNERS is responsible to ensure that OWNERS and persons not under the control of Planet Three do not enter the premises or work site during the period of Work.

5. **Completion of OWNERS's Work.** OWNERS agrees to perform all work designated as the responsibility of the OWNERS under the terms of this Agreement. Exhibit B contains OWNERS responsibilities which may be desired by OWNERS, or which may be required to satisfy building officials or municipal authorities.

6. **Indemnification for OWNERS Negligence or OWNERS-controlled Contractor Negligence.** OWNERS shall indemnify and hold harmless **PLANET THREE**, and its agents and employees, from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work provided that any such claim, damage, loss or expense (a) is caused in whole or in part by any negligent act or omission of the OWNERS, other contractors under the control of OWNERS, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, and (b) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom.

PLANET THREE agrees to indemnify HOMEOWNERS for any such claim, damage, loss or expense which is attributable to injury to or destruction of tangible property resulting therefrom which is caused in whole or in part by any negligent act or omission of **P3** or by contractor under the control of **P3**.

7. **Notice.** Any notice given in connection with this Agreement must be given in writing and shall be served by personal delivery or deposited with the postal service. Notices served by personal delivery or postal service shall be directed to the party to be notified at the address set forth for such party on the first page of this Agreement. Notices directed to a party by personal delivery shall be deemed received when actually delivered. Notices directed to a party by mail shall be deemed received on the third day following the deposit of the notice with the postal service, certified or registered mail, postage prepaid, return receipt requested. Any party may change its address for receiving notice by giving the other part at least five (5) days' prior written notice of each change in the manner provided for giving notices in this paragraph.

8. **Force Majeure. PLANET THREE** shall not be responsible for delays in performance beyond the control of **PLANET THREE**, including without limitation, the actions or inactions of OWNERS or any other contractor employed by OWNERS, fires, floods, labor disputes, epidemics, abnormal weather conditions, delays in receiving materials or machinery, or acts of God.

9. **Ownership of Plans and Photographs.** The plans, specifications, images, renderings, and any photographs or video frames of the home, for the Work under this Agreement which are originated by **P3** or agents or subcontractors of **P3**, are the property of **P3**. The HOMEOWNERS will have the right and duty to expeditiously review, comment on, and approve plans, documents and specifications. Upon request, HOMEOWNERS will be provided a final set of these documents for his future personal use. HOMEOWNERS shall be provided with all photographs captured by **P3** during the project. HOMEOWNERS shall be provided with copies of surveys, site plans, and Elevation Certificates commissioned for this project.

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10. **Attorney's Fees and Costs.** In the event either party undertakes efforts to collect any amount due under this Agreement or to perform its obligations or to enforce any other terms of this Agreement hereunder, each party shall bear its own attorneys' fees and costs and expenses.

11. **Permits/Termination.** In the event that either **PLANET THREE** or OWNERS is unable to obtain the permits, licenses or inspections necessary for the completion of the Work under this Agreement, or if such licenses or permits are suspended or revoked, then **PLANET THREE** shall have no further obligation to perform any Work hereunder provided, however, that in the event of such Termination **PLANET THREE** shall refund to OWNERS any amounts paid under Paragraph 3 except for actual outlays including, but not limited to, engineering, drafting, surveying, and non-refundable fees paid by Planet Three.

12. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the heirs, executors, administrators and assigns of the parties hereto, and if there be more than one OWNERS, their obligations hereunder shall be joint and several. OWNERS may not assign this Agreement without the written consent of **PLANET THREE**. A subcontractor is a person or entity who has a direct agreement with **P3** to perform any of the work at the Site. **P3** may assign or subcontract any part or all of the Work to any one or more subcontractors as it deems best. **P3** shall not be required to contract with anyone with whom it has an objection.

13. **Non-Waiver.** No delay or omission by **PLANET THREE** in the enforcement of any of its rights shall constitute a waiver of those or any other rights hereunder.

14. **Applicable Law and Forum Selection Clause.** This Agreement shall be governed by, construed, and enforced in accordance with the state laws of the State of Texas. The parties agree that any litigation arising out of this Agreement shall be brought in the Court of Harris County and OWNERS specifically waives any objection to the venue, personal or subject matter jurisdiction of said Court.

15. **Final Agreement.** This Agreement contains all of the terms and conditions agreed upon by the OWNERS and **PLANET THREE** in relation to the Work and supersedes any and all prior written or oral understandings. This Agreement may be amended or supplemented only by written agreement between the parties signed by an authorized person of each.

16. **Change Control.** This Agreement contains all deliverables and responsibilities of **PLANET THREE** and all of the fees payable by OWNERS. Changes to the deliverable and fees will be controlled by separately executed mutual agreement or mutual amendment of this agreement. A change order will specify the nature of the change and any agreed fee modifications. Change Orders are due and payable at the time of issue and will be paid before specified work commences. **PLANET THREE** may have provided or will provide, drawings, and renderings of Structure, structural components, or appurtenance to Structure. This Agreement excludes any and all items not explicitly included in Exhibit A unless specified by fully executed Change Order as provided in this Change Control Section. Items may have discussed during the course of consultation about the elevation project that are NOT included in Exhibit A and will not be provided or accommodated by PLANET THREE. To the extent such items are desired by OWNERS or required by building officials or other parties, OWNERS is responsible to provide, or arrange with other parties to provide, or arrange with PLANET THREE via the Change Order process.

This agreement shall become binding upon the signature of both parties.

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PLANET THREE CONSULTING CORP "PLANET THREE" **OWNERS**

By: Wayne Fairley (May 29, 2025 16:36 CDT)

_Wayne Fairley,
C.E.O.
05/29/2025

Date

Nancy Fette (Jun 2, 2025 10:50 MDT) 06/02/2025

Nancy Fette Date

William Fette 05/29/2025
William Fette (May 29, 2025 11:23 MDT)

William Fette Date

Exhibit A – Scope of Work – Initial and Attach Final Quote

Exhibit B – OWNERS Responsibilities

OWNERS agrees to perform all work designated as the responsibility of the OWNERS under the terms of this Agreement.

Responsible Party	Deliverable
OWNERS, if applicable	If any interior restoration or remodeling is pending, and is not completed before the home is lifted, OWNERS will initiate required municipal building permits immediately after an elevation certificate is issued which demonstrates the home has been lifted to a compliant height. OWNERS must open remodel permits so that elevation permits can be closed in a timely manner without interference of interior permit requirements.
OWNERS, if applicable	OWNERS or other parties engaged by HOMEOWNERS, when HVAC, plumbing, electrical, or structural work NOT related to the scope in Exhibit A is to be performed, OWNERS or other parties will obtain applicable permits as required.
OWNERS, if applicable	Other interior or exterior renovations and improvements not specified
OWNERS, if applicable	To satisfy permitting authorities, certain items or work tasks may be included in design or engineering documents that may NOT appear in Exhibit A. **PLANET THREE** will not perform work not specified in Exhibit A unless authorized by Change Order. OWNERS may be obligated to arrange additional work by other parties if those are required by permitting authorities when the work is not included in Exhibit A.
OWNERS, if applicable	Construction of new stairs, landings, and railings if not specified in Exhibit A Scope of Work to access the elevated living space per minimum code or local ordinance;
OWNERS, if applicable	Abatement of asbestos and lead-based paint
OWNERS, if applicable	Costs to replace or repair utility service components which are undersized, inadequately designed, or unsafe, or required by code
OWNERS, if applicable	Other sidewalk and driveway improvements not specified in Exhibit A if desired.
OWNERS, if applicable	Any requirements to comply with ordinance or building code that may be prerequisites to obtaining a permit, final elevation certificate, or certificate of compliance, or similar document or for the satisfaction of PLANET THREE building department permit closure, if those requirements are not the explicit responsibility of **PLANET THREE**
OWNERS, if applicable	Any structural or site changes or improvements required by building authorities or building codes unless specified in Exhibit A.

OWNERS, if applicable **IF NOT INCLUDED IN APPENDIX A**	1. Municipal permit fees 2. Municipal inspection fees 3. Landings/steps/deck 4. Plumbing reconnection/repair 5. Electrical panel, wiring, and outlet changes or any electrical upgrades 6. Requirements to satisfy permits or municipal inspectors or OWNERS of easements 7. Aerial survey fees 8. Electrical cutoff access 9. Temporary landing and steps 10. Landscaping repair or replacement 11. Sprinkler system repair or replacement 12. Drainage, yard drains, or modifications of lot contour or drainage beyond the restored preexisting grade 13. Lanai or screen reconfiguration, relocation, or repair 14. Interior repair, remediation, or remodeling 15. Enclosure walls or wall venting
PLANET THREE	Additional items documented according to the change control process and mutually approved by **P3** and OWNERS.

WF NF WF

PlanetThree

P3ELEVATION.COM

Exhibit A

Wayne Fairley waynefairley@p3elevation.com 832-335-2292 8-May-25

Monolithic Slab Raise

Version 1

FETTE, Bill and Nancy	Total Square Feet	2,783
1422 Kilgore	Total Elevation (ft)	9.50
Baytown, TX 77520	Elevation Type	Slab

BID PARAMETERS:

P3's bid is based on the bid specifications provided by Hampsten Consulting and the City of Baytown, including P3's preliminary assessment in the field of existing property conditions. If the scope of work and/or parameters change, i.e. required elevation height, a change in elevation solution may be required. P3 will then anticipate an opportunity to re-bid or provide a change order for added costs. All code-governed and structural items and quantities will be constructed in accordance to code.

BID SPECIFICATIONS:

1422 Kilgore Road
Zone AE – CAD measurement = 2783 sq ft
FFE = 8.5; BFE = 16; Freeboard = 2' Total Lift = 9.5'
Center Point Energy. Extend meter down to meet their height requirements
Home has 2 front doors. Rear has two sets of doors that will require separate landings and stairs.
The 2-car integrated garage will be elevated.

BAYTOWN 2022 HOME ELEVATIONS - GENERAL NOTES & REQUIREMENTS:

All work will be permitted and inspected through the city's building department and meet minimum city and building code requirements. All work will meet third-party engineering, currently unknown, requirements.

City requires a 2' freeboard
City does not require enclosures beneath elevated finished floor
No electrical or HVAC below BFE
All stairs and landings will be made of treated wood.
All first-floor ingress/egress points will be provided access via a code compliant landing, stairs and/or catwalk. The most cost-effective approach will be utilized. The intent will be to minimize the number of staircases.
Most concrete porches will be left on the ground unless it is determined during excavation to be integrated into the foundation and is more cost-effective to elevate.
All garages attached via a breezeway the breezeway will be detached and prepped to paint.
Integrated garages that share a foundation will be elevated.
Decks on the ground will be left on the ground. 2nd-story decks/balconies will be elevated, and posts extended.
Any driveways, sidewalks, or other concrete finished surfaces that are disturbed will be replaced with broom-finished concrete only.
Limit to 4 pallets of sod per yard.

SCOPE OF WORK:

- Pre-construction - elevation certificates, survey and engineering, permiting and inspections
- Site Preparation - erosion control fencing, saw cutting concrete and portable restroom facilities
- Tunnel, Elevate & Support - excavate, lift and support structure with new foundation of deep pushed piles, footings, and columns
- Reconnect utilities (excludes cable, phone, internet) and provide access
- Construct wood stairs and landings and/or elevated walkway connection, restore concrete removed if applicable, insulation and site clean-up
- Complete project within the timeline of 90 - 150 days
- End product meets FEMA compliance standards and building codes
- P3 warranty, 10 years structural

WF NF WF

	Item	Item Description	QTY	Unit Cost	Item Price
1	**Pre-Construction**				
	Elevation certificates & survey	Elevation certificates: initial, proposed, interim and final; and survey per jurisdiction requirement	5	$645.00	$3,225.00
	Construction plans	Preliminary elevation plans	1	$1,040.00	$1,040.00
	Engineering	Final construction drawings & inspections per jurisdiction	1	$7,800.00	$7,800.00
	Permits	Permit and permit management per jurisdiction requirement - Municipal permit cost for electrical and plumbing included in line items.	2,783	$0.38	$1,043.63
				Subtotal	**$13,108.63**
2	**Site Preparation/Development**				
	Cut concrete	Saw cut concrete drive, rear patios, and walk slabs around home to free home for elevation as needed	124	$26.00	$3,224.00
	Portable facilities	Delivery and weekly maintenance of portable restroom facility on jobsite	12	$156.00	$1,872.00
	Demolish/remove	Demolish/remove existing: front enclosed brick landscape beds	1	$273.00	$273.00
	Remove fence/gate	Remove and reattach existing fencing or gates next to house if barrier or obstruction	3	$220.00	$660.00
				Subtotal	**$6,029.00**
3	**Excavation and Push Block Piling**				
	Estimated number of blocks per pile		**20**		
	Estimated pile depth		**12.7**		
	Block piling	Piling, tunnel and push block piling to refusal for house area slab - estimated quantity	102	$345.00	$35,190.00
	Block piling materials	8" X 8" X 8" Foundation block piling	2040	$4.66	$9,506.40
	Block piling supplies	Rebar pins, shims, wedges, clips, brackets, anchors	2793	$2.00	$5,585.00
				Subtotal	**$50,281.40**
4	**Raise / Unified Jacking**				
	Raise Height		**9.50**		
	Raise structures - Included with Grant	Raise slab home, front porch and integrated garage - Garage Doors bolted shut.	2783	$12.00	$33,396.00
	Head blocks	8" X 8" X 16" Foundation block	102	$8.19	$835.38
	Pile blocks	8" X 8" X 8" Foundation block piling	1525	$4.66	$7,106.50
	Supplies	Rebar pins, shims, wedges, clips, brackets, anchors	3050	$2.00	$6,100.00
	Crib Stacks	Set cribbing stacks underneath home for lift and safety	14	$195.00	$2,730.00
	Lifting labor	Labor to prepare structures, raise, place beams, place and remove cribbing	5	$3,549.00	$17,745.00
				Subtotal	**$67,912.88**
5	**Utilities**				
	Water	Plumbing subcontractor - reconnect water main home connection & supply pipes	1	$1,890.00	$1,890.00
	Sewer	Plumbing subcontractor - reconnect sewer main and wastewater service pipes to fixtures as per plumbing codes, excluding deteriorated pipes beyond five-feet of the home	10	$450.00	$4,500.00
	Gas	Plumbing subcontractor - disconnect gas, install new riser, reconnect and test, excluding pipes beyond five feet of the home	9.5	$100.00	$950.00
	Electrical	Electrical subcontractor - reconnect power/ground and lower 2 outlets	3	$450.00	$1,350.00

WF NF WF

HVAC	HVAC subcontractor - pump down system and disconnect for elevation, if applicable	1	$250.00	$250.00
HVAC	HVAC subcontractor - reconnect and service outside compressor system after elevation	1	$550.00	$550.00
AC brackets	A/C brackets to support A/C pad or platform	1	$750.00	$750.00
AC platform	Construct pad on A/C brackets or support platform	1	$600.00	$600.00
			Subtotal	**$10,840.00**

6 Foundation

Perimeter footings				
Labor	Excavate perimeter footings, form and install rebar	268	$55.00	$14,740.00
Material	Pour concrete perimeter footing	22	$200.00	$4,400.00
Interior footings				
Labor	Excavate interior footings, form and install rebar, estimated quantity	353	$55.00	$19,415.00
Material	Pour concrete interior footing	29	$200.00	$5,800.00
Concrete reinforcement	Rebar for footings	156	$11.60	$1,809.60
Concrete labor	Concrete conveyance (pump or wheelbarrow) on jobsite	2	$1,300.00	$2,600.00
Lateral/shear support				
Columns				
Labor	Masonry columns - poured concrete inside pilaster block columns reinforced with #5 rebar cage	36	$685.75	$24,687.00
Material	16" x 8" x 16" pilaster block or per engineering	513	$10.73	$5,504.49
Added horizontal foundation support	Steel beam or other like material as needed per structural engineer	134	$65.00	$4,824.00
			Subtotal	**$83,780.09**

7 Carpentry Landings and Steps - Handrails with Pressure Treated Wood

No. of Rises	***SPECIFY QUANITY AND LOCATION OF STAIRS (including garages) AND LANDINGS BASED ON HEIGHT - JUSTIFY ELEVATED WALKWAYS***	***7 10/16***	*Inches*
No. of Step Threads		***10***	*Inches*

Wood landing 6' or over	4' x 4' landing with guard rails and post columns - pressure preserved lumber - IRC code compliant - FRONT (2) & REAR (2)	4	$1,500.00	$6,000.00
Wood stairs - 8-10'	4' wide treads and risers, with guard rails and grab rails - pressure preserved lumber - IRC code compliant - FRONT (2), REAR (2)	4	$3,400.00	$13,600.00
Hand railing	Wooden hand railing - pressure preserved lumber - IRC code compliant - FRONT PORCH	10	$70.00	$700.00
Landing - utility access - over '6	4' x 4' landing with guard rails and post columns - pressure preserved lumber - IRC code compliant - UTILITY	1	$1,500.00	$1,500.00
Ladder - utility access - over 6'	Utility access ladder - pressure preserved lumber	1	$2,500.00	$2,500.00
			Subtotal	**$24,300.00**

8 Flat Work and Concrete

Slab under home	Pour a 4" reinforced concrete slab under home and garage	2783	$9.50	$26,438.50
Patch concrete	Restore concrete removed for elevation - broom-finished concrete	372	$9.50	$3,534.00
Concrete labor	Concrete conveyance (pump or wheelbarrow) on jobsite	1	$1,300.00	$1,300.00
			Subtotal	**$31,272.50**

WF NF WF

9	**Site Cleanup**				
	Spread excess dirt	Restore dirt under home after excavation	2783	$1.00	$2,783.00
	Debris hauling	Haul off debris - loads - labor and fees	4	$600.00	$2,400.00
	Site cleanup	Labor to clean work site - daily progress and after construction	4	$500.00	$2,000.00
	Extend gutter downspouts	Extend gutter downspouts - material & labor	1	$125.00	$125.00
	Sod for lawn repair	Sod replacement where damaged during construction, maximum of 4 pallets of sod - material & labor	4	$780.00	$3,120.00
				Subtotal	**$10,428.00**
10	**Insulation**				
	Insulation	Prepare and clean slab, apply closed cell spray foam insulation	2,185	$4.00	$8,740.00
				Subtotal	**$8,740.00**

SUBTOTAL ELIGIBILE WORK HARD COST	**$306,692.50**

PlanetThree

Version 1

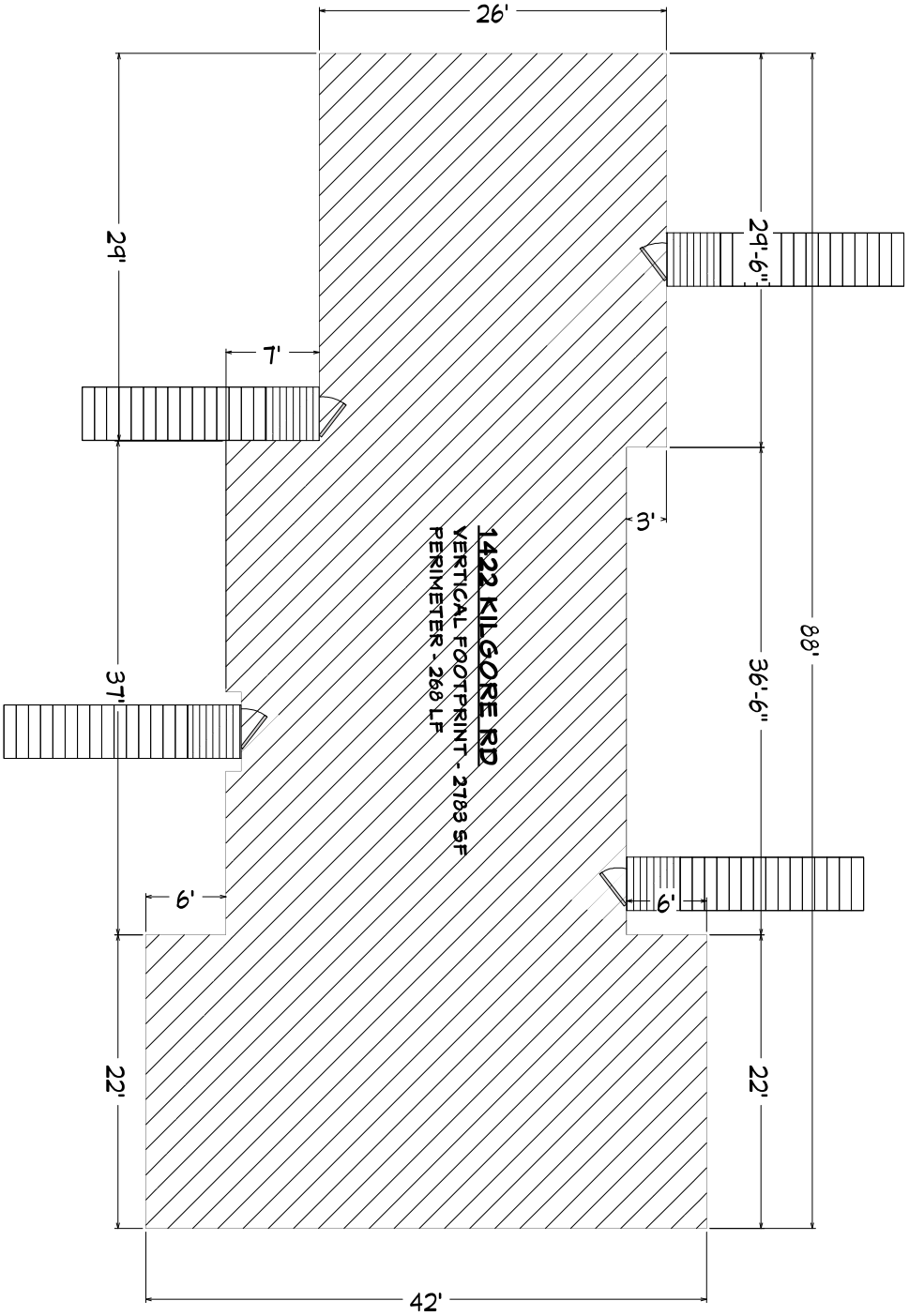
Exhibit A

8-May-25

FETTE, Bill and Nancy	**Total Square Feet**		**2,783**
1422 Kilgore	**Total Elevation (ft)**		**9.50**
Baytown, TX 77520	**Elevation Type**		**Slab**

1	Pre-Construction			$13,108.63
2	Site Preparation/Development			$6,029.00
3	Excavation and Push Block Piling			$50,281.40
4	Raise/Unified Jacking - Above ground process of Elevation			$67,912.88
5	Utilities Disconnect/Reconnect			$10,840.00
6	Foundation			$83,780.09
7	Carpentry Landings and Steps - Handrails & Pressure Treated Wood			$24,300.00
8	Flat Work and Concrete restored where removed for elevation			$31,272.50
9	Site Clean up and Restore			$10,428.00
10	Insulation			$8,740.00
	Grand Total			**$306,692.50**
	Bonding and Insurance			$6,881.13
	Profit and Overhead			$16,324.46
	Sales Tax on Materials			$3,082.51
	Grand Total			**$332,980.60**
	Estimated start date - within 14 days of Notice to Proceed			
	Estimated Completion Time - 90-150 days			

WF NF WF



SHEET:	SCALE:	DATE:	CONTRACTOR:	PROJECT:
FP-1		5/7/2025	P3 ELEVATION	1422 Kilgore Rd, Baytown, TX 77520

REVISION TABLE

NUMBER	DATE	REVISED BY	DESCRIPTION

Midge Zak

P3

May 2, 2025 | 11 Photos

FETTE - 1422 KILGORE - BAYTOWN

1



FRONT OF HOME - GARAGE DOORS

Project: FETTE Bill & Nancy *BAYTOWN*
Date: Apr 8, 2025, 10:04 AM

2



FRONT OF HOME DOOR #1

Project: FETTE Bill & Nancy *BAYTOWN*
Date: Apr 8, 2025, 10:04 AM

3



FRONT OF HOME

Project: FETTE Bill & Nancy *BAYTOWN*
Date: Apr 8, 2025, 9:55 AM

4



FRONT OF HOME - DOOR #2

Project: FETTE Bill & Nancy *BAYTOWN*
Date: Apr 8, 2025, 9:55 AM

5



RIGHT SIDE OF HOME

Project: FETTE Bill & Nancy *BAYTOWN*
Date: Apr 8, 2025, 9:56 AM

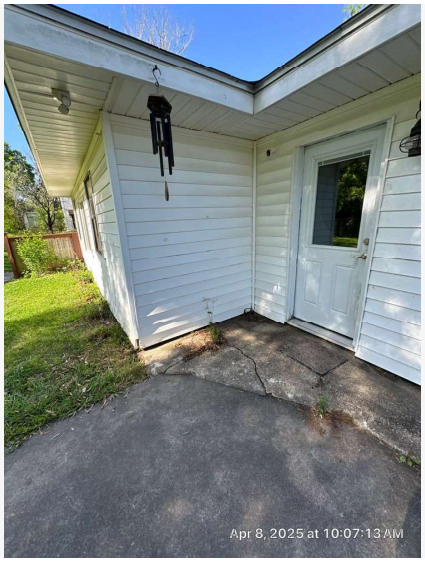
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REAR OF HOME

Project: FETTE Bill & Nancy *BAYTOWN*
Date: Apr 8, 2025, 10:07 AM

7



REAR DOOR #1

Project: FETTE Bill & Nancy *BAYTOWN*
Date: Apr 8, 2025, 10:07 AM

8



REAR OF HOME

Project: FETTE Bill & Nancy *BAYTOWN*
Date: Apr 8, 2025, 9:56 AM

9



REAR OF HOME

Project: FETTE Bill & Nancy *BAYTOWN*
Date: Apr 8, 2025, 10:08 AM

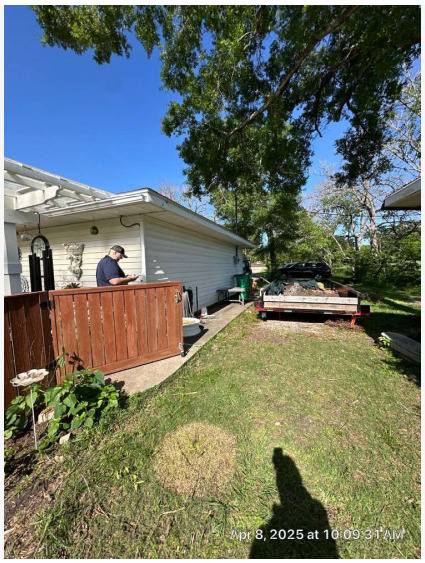
10



REAR OF HOME DOOR #2

Project: FETTE Bill & Nancy *BAYTOWN*
Date: Apr 8, 2025, 10:08 AM

11



LEFT SIDE OF HOME

Project: FETTE Bill & Nancy *BAYTOWN*
Date: Apr 8, 2025, 10:09 AM

FETTE P3 HOME ELEVATION AGREEMENT 1422 KILGORE RD 05.29.2025

Final Audit Report 2025-06-02

Created:	2025-05-29
By:	Midge Zak (midgezak@p3elevation.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAwl9iR1lim_fUorhJpvHXzRBKDtLQQNpd

"FETTE P3 HOME ELEVATION AGREEMENT 1422 KILGORE RD 05.29.2025" History

Document created by Midge Zak (midgezak@p3elevation.com)
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Document e-signed by William Fette (billfette75@gmail.com)
Signature Date: 2025-05-29 - 5:23:48 PM GMT - Time Source: server- IP address: 136.226.67.27

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Agreement completed.

2025-06-02 - 4:50:40 PM GMT

Adobe Acrobat Sign

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STATE OF TEXAS

TWDB Contract No. 2200012797

COUNTY OF TRAVIS

Flood Mitigation Assistance
Individual Property Mitigation
Project Grant
City of Baytown

This Contract (hereinafter CONTRACT) is entered into by and between the TEXAS WATER DEVELOPMENT BOARD (TWDB), the RECIPIENT, serving as administrator of the Federal Emergency Management Agency (FEMA) Flood Mitigation Assistance Program, and **City of Baytown**, the SUBRECIPIENT (CONTRACTOR). The RECIPIENT and CONTRACTOR may be referred to as "Party," or "Parties" to the CONTRACT.

SECTION I. SPECIFIC CONDITIONS AND EXCEPTIONS TO STANDARD AGREEMENT

ARTICLE I. DEFINITIONS:

For the purposes of this CONTRACT, the following terms or phrases are defined as follows:

1. TWDB/RECIPIENT - The Texas Water Development Board, Unique Entity Identifier (UEI) No. JZFMT39LKH51, or its designated representative.

2. FEMA - Federal Emergency Management Agency. FEMA is not a party to the CONTRACT and is not subject to any obligations or liabilities pertaining to any matter resulting from the CONTRACT.

3. FMA - Flood Mitigation Assistance Program, Catalog of Federal Domestic Assistance (CFDA) No. 97.029

4. 2 CFR PART 200 - Title 2 of the Code of Federal Regulations, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

5. CONTRACTOR/SUBRECIPIENT – **City of Baytown,** UEI - V9TGZVJKSP95

6. EXECUTIVE ADMINISTRATOR - The Executive Administrator of TWDB or a designated representative.

7. PARTICIPANT(s) - Property owners participating in the Flood Mitigation Assistance subgrant (EXHIBIT B).

8. REQUIRED INTERLOCAL AGREEMENT(s) - NA

9. FEMA APPROVAL DATE – February 15, 2024

10. TWDB APPROVAL DATE - April 11, 2024

11. PROJECT AREA - The project area is more specifically defined in EXHIBIT B (the original grant application).

12. CONTRACT EFFECTIVE DATE - February 15, 2024

13. PROJECT COMPLETION DATE - September 14, 2026

14. CONTRACT EXPIRATION DATE - January 12, 2027

15. TOTAL PROJECT COST - $749,700.00

16. FEDERAL SHARE OF THE TOTAL PROJECT COST - Not to exceed $749,700.00

17. TWDB SHARE OF THE TOTAL PROJECT COST- Not to exceed $0.00

18. LOCAL SHARE OF THE TOTAL PROJECT COST – Not to exceed $0.00

19. PAYMENT REQUEST SCHEDULE - Submit payment requests totaling a minimum of $5,000 on a Federal quarterly basis, unless it is the final payment request being submitted.

20. OTHER SPECIAL CONDITIONS AND EXCEPTIONS TO STANDARD AGREEMENT (ALL SPECIAL CONDITIONS ARE SUBJECT TO THE INDIVIDUAL CONTRACT CIRCUMSTANCES.):

    A. In accordance with Section II, Article VIII, DISTRIBUTING GRANT FUNDS, upon request from CONTRACTOR, TWDB will advance funds for mitigation of structures not to exceed two (2) structures per advance request. Subsequent advance requests by CONTRACTOR will only be approved by TWDB if 70 percent (70%) of the immediate prior advance of funds has been expended and if 100 percent (100%) of all other prior advance funds has been expended. All CONTRACTOR requests for advance funds must include a narrative progress report and justification for the advance of funds, which must include an executed copy of any subcontract documents between PARTICIPANT and CONTRACTOR and a timeframe for completion of work under each subcontract.

    B. No reimbursement or advance will be released until CONTRACTOR submits an implementation plan and the plan or any future modifications are approved by TWDB.

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C. Section I, Article VIII, Paragraph 4, the following additional paragraph is added:
CONTRACTOR must develop standard subcontract/agreement templates for use with individual PARTICIPANTS and must submit the standard subcontract/agreement templates to the EXECUTIVE ADMINISTRATOR for review and approval prior to use or execution of any documents with individual PARTICIPANTS. Any subsequent modifications to the approved templates must also be submitted for review and approval by the EXECUTIVE ADMINISTRATOR prior to use. CONTRACTOR and its subcontractor(s) must keep executed copies of all agreements entered into and relating to the work under this CONTRACT.

D. All costs must be incurred during the period of performance unless pre-award costs are approved. A total of $0.00 in pre-award costs is an allowable expense and will be considered for reimbursement under this CONTRACT.

E. CONTRACTOR must meet with TWDB's designated Contract Manager on a biweekly basis to discuss the progress of the project as well as any delays or concerns.

F. Section II, Article VIII, Paragraph 10, last sentence is changed as follows: Any expenses incurred by CONTRACTOR above the amount of the previous advance will be reimbursed to CONTRACTOR based on the cost share percentages shown in EXHIBIT D.

G. CONTRACTOR must ensure that all mitigated structures maintain NFIP flood insurance policies valid through the date FEMA approves closeout of the subgrant. If CONTRACTOR fails to ensure NFIP policy coverage is in place by providing a current declarations page for each property, CONTRACTOR must purchase NFIP policies on behalf of the property owner. If CONTRACTOR fails to ensure that NFIP policy coverage is maintained, CONTRACTOR will be responsible for repayment of the elevation or mitigation cost for each property without an active NFIP policy at the time of FEMA closeout.

H. CONTRACTOR must submit documentation of final notice issued that meets the requirements under Executive Order 11988 as indicated in Exhibit A, not later than 15-days prior to the first structure being mitigated under this agreement. No funds will be reimbursed until such documentation is provided and receives TWDB's concurrence.

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SECTION II. STANDARD AGREEMENT

ARTICLE I. RECITALS

WHEREAS, CONTRACTOR applied through TWDB for a FEMA project grant under the FMA program to mitigate specific flood problems as identified in EXHIBIT B, the original grant application, which is incorporated herein and made a permanent part of this CONTRACT; and

WHEREAS, CONTRACTOR and PARTICIPANTS will commit cash and/or in-kind services to pay the LOCAL SHARE OF THE TOTAL PROJECT COST, if applicable; and

WHEREAS, CONTRACTOR will receive grant funds and will be responsible for the execution of this CONTRACT and compliance with the FMA requirements; and

WHEREAS, on the FEMA APPROVAL DATE, FEMA approved CONTRACTOR's application for financial assistance;

NOW, THEREFORE, TWDB and CONTRACTOR agree as follows:

ARTICLE II AGREEMENTS

1. The United States of America, through the Director of FEMA, has agreed to provide funds to CONTRACTOR, through TWDB, for the FEDERAL SHARE OF THE TOTAL PROJECT COST. By acceptance of the funds awarded, CONTRACTOR agrees to abide by the terms and conditions of this CONTRACT as set forth in this document and the documents identified herein and made a part hereof by reference.

2. Services and activities provided under this CONTRACT must be in strict compliance with the requirements of Texas Government Code Chapter 742 as well as EXHIBIT A, the FEMA Award Package.

3. CONTRACTOR will provide Flood Mitigation Assistance to the PROJECT AREA as delineated and described in EXHIBIT B, the original grant application, and according to the implementation plan approved by TWDB.

ARTICLE III. PERIOD OF PERFORMANCE

The period of performance of this CONTRACT is from the CONTRACT EFFECTIVE DATE to the PROJECT COMPLETION DATE, unless otherwise amended.

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ARTICLE IV. APPLICABLE FEDERAL LAWS AND RULES

FEMA requires all grant recipients and subrecipients to comply with federal laws and rules. These federal laws and rules are listed in Article VIII of the FEMA Award Package (EXHIBIT A), which is incorporated herein and made a permanent part of this CONTRACT. CONTRACTOR must comply with all federal laws and rules listed in EXHIBIT A. All FEMA grants are also subject to the following requirements:

1. TWDB will reimburse CONTRACTOR for costs determined by FEMA to be allowable, allocable, necessary and reasonable in accordance with 2 CFR Part 200.

2. CONTRACTOR must follow applicable matching or cost-sharing requirements found in 2 CFR Part 200, the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as required (EXHIBIT A).

3. The project will be administered by CONTRACTOR following the Hazard Mitigation Assistance (HMA) Unified Guidance in effect when the application (EXHIBIT B) was submitted to FEMA, which is available at www.fema.gov.

4. CONTRACTOR must notify TWDB of any funds transferred to FEMA arising from the performance of this CONTRACT, along with accrued interest, if any.

5. Construction Project Requirements

   A. Acceptance of federal funding requires FEMA, TWDB and CONTRACTOR to comply with all federal, state, and local laws prior to the start of any construction activity. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

   B. Any changes to the approved scope of work as outlined in EXHIBITS A and B will require re-evaluation by TWDB and FEMA for CONTRACTOR compliance with the National Environmental Policy Act and other laws and Executive Orders.

   C. If ground-disturbing activities occur during construction, CONTRACTOR must ensure monitoring of the ground disturbance and, if any potential archeological resources are discovered, CONTRACTOR must immediately cease construction in that area and notify TWDB and FEMA.

6. Publication Rights. Any publication resulting from work performed under this CONTRACT must include an acknowledgement of FEMA financial support and a statement that the publication does not constitute an endorsement nor reflect the views of FEMA or TWDB.

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7. Contract Amendments. No subsequent grants, monetary increase amendment, or time extension amendment will be approved unless all overdue financial or performance reports have been submitted to TWDB by CONTRACTOR. Exceptions to this policy can be approved only by FEMA.

8. Registration and Reporting Requirement. Pursuant to the Federal Funding Accountability and Transparency Act of 2006, Pub. L. 109-282, CONTRACTOR is required to obtain a Data Universal Numbering System (DUNS) number and register with the System of Award Management (www.sam.gov). Registration and reporting requirements must be maintained during the life of this CONTRACT.

ARTICLE V. INTELLECTUAL PROPERTY: OWNERSHIP, PUBLICATION, AND ACKNOWLEDGEMENT

1. For purposes of this Article, "Contractor Works" are work products developed by CONTRACTOR and any Subcontractors using funds provided under this CONTRACT or otherwise rendered in or related to the performance in whole or part of this CONTRACT, including but not limited to reports; drafts of reports; material, data, drawings, studies, analyses, notes, plans, computer programs and codes; or other work products, whether final or intermediate.

   A. It is agreed that all Contractor Works are the joint property of TWDB, FEMA, and CONTRACTOR.

   B. The parties hereby agree that, if recognized as such by applicable law, the Contractor Works are intended to and will be works-made-for-hire with joint ownership between TWDB, FEMA, and CONTRACTOR as such works are created in whole or part.

   C. If Contractor Works do not qualify as works-made-for-hire under applicable law, CONTRACTOR hereby conveys co-ownership of such works to TWDB as they are created in whole or part. If present conveyance is ineffective under applicable law, CONTRACTOR agrees to convey a co-ownership interest of Contractor Works to TWDB after creation in whole or part of such works, and to provide written documentation of such conveyance upon request by TWDB.

   D. TWDB and CONTRACTOR acknowledge that the copyright in and to copyrightable Contractor Works subsists upon creation of the Contractor Works and its fixing in any tangible medium. CONTRACTOR or TWDB and FEMA may register the copyrights to such Works jointly in the names of CONTRACTOR and TWDB or FEMA.

E. TWDB, FEMA, and CONTRACTOR each have full and unrestricted rights to use Contractor Works with no compensation obligation.

2. "Use" of a work product, whether Contractor Works, Subcontractor Works or otherwise, means and includes, without limitation hereby, any lawful use, copying or dissemination of the work product, or any lawful development, use, copying or dissemination of derivative works of the work product, in any medium or form, whether now known or later existing.

3. "No Compensation Obligation" means there is no obligation on the part of one co-owner or licensee of a work, whether Contractor Works, Subcontractor Works or otherwise, to compensate other co-owners, licensees or licensors of the work for any use of the work by the using co-owner or licensee, including but not limited to compensation for or in the form of: royalties; co-owner or licensee accounting; sharing of revenues or profits among co-owners, licensees or licensors; or any other form of compensation to the other co-owners, licensees or licensors on account of any use of the work.

4. "Dissemination" includes, without limitation hereby, any and all manner of: physical distribution; publication; broadcast; electronic transmission; internet streaming; posting on the Internet or world wide web; or any other form of communication, transmission, distribution, sending or providing, in any forms or formats, and in or using any media, whether now known or later existing.

5. TWDB has an unlimited, unrestricted, perpetual, irrevocable, non-exclusive royalty-free right to access and receive in usable form and format, and to use all technical or other data or information developed by CONTRACTOR and Subcontractor in, or otherwise resulting from, the performance of services under this CONTRACT.

6. For purposes of this Article, "Subcontractor Works" includes all work product developed in whole or part by or on behalf of Subcontractors engaged by CONTRACTOR to perform work for or on behalf of any CONTRACTOR under this CONTRACT (or by the Subcontractors' Subcontractors hereunder, and so on). CONTRACTOR must secure in writing from any Subcontractors so engaged:

   A. unlimited, unrestricted, perpetual, irrevocable, royalty-free rights of TWDB (and, if desired, of CONTRACTOR) to access and receive, and to use any and all technical or other data or information developed in or resulting from the performance of services under such engagement, with No Compensation Obligation; and either:

   B. assignment by the Subcontractor to TWDB (and, if desired by them, jointly to CONTRACTOR) of ownership (or joint ownership with the Subcontractor) of

all Subcontractor Works, with No Compensation Obligation; or

C. grant by Subcontractor of a non-exclusive, unrestricted, unlimited, perpetual, irrevocable, world-wide, royalty-free license to TWDB (and, if desired by them, CONTRACTOR) to use any and all Subcontractor Works, including the right to sublicense use to third parties, with No Compensation Obligation.

7. No unauthorized patents. Contractor Works and Subcontractor Works or other work product developed or created in the performance of this CONTRACT or otherwise using funds provided hereunder must not be patented by CONTRACTOR or their Subcontractor(s) unless Executive Administrator consents in writing to submission of an application for patent on such works; and provided that, unless otherwise agreed in writing,:

A. any application made for patent must include and name TWDB (and, as applicable and desired by them, CONTRACTOR) as co-owners of the patented work;

B. no patent granted will in any way limit, or be used by CONTRACTOR or Subcontractor to limit or bar TWDB's rights hereunder to access and receive in useable form and format, and right to use, any and all technical or other data or information developed in or resulting from performance pursuant to this CONTRACT or the use of funds provided hereunder; and

C. TWDB (and, if applicable, CONTRACTOR) will have no compensation obligation to any other co-owners or licensees of any such patented work, unless otherwise expressly agreed in writing.

8. CONTRACTOR must include terms and conditions in all contracts or other engagement agreements with any Subcontractors as are necessary to secure these rights and protections for TWDB and must require that Subcontractors include similar such terms and conditions in any contracts or other engagements with their Subcontractors. For the purposes of this section, "Subcontractors" includes independent contractors (including consultants) and also employees working outside the course and scope of employment.

9. Any work products subject to a TWDB copyright or joint copyright and produced or developed by CONTRACTOR or its Subcontractor(s) pursuant to this CONTRACT or using any funding provided by TWDB may be reproduced in any medium, form or format by TWDB or CONTRACTOR at their own cost, and be disseminated in any medium, format or form by any party at its sole cost and in its sole discretion. CONTRACTOR may utilize such work products it deems appropriate, including dissemination of such work products or parts thereof under their own name, provided that any TWDB copyright is noted on the materials.

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10. CONTRACTOR agrees to promptly notify TWDB regarding any media requests or inquiries relating to the work performed under this CONTRACT.

ARTICLE VI. GENERAL TERMS AND CONDITIONS

1. GENERAL TERMS

A. **Disaster Recovery Plan**. Upon request of TWDB, CONTRACTOR must provide descriptions or copies of its business continuity and disaster recovery plans.

B. **Dispute Resolution**. The dispute resolution process provided for in Texas Government Code Chapter 2009 is available to the parties to resolve any dispute arising under the CONTRACT.

D. **Funding Limitation.** CONTRACTOR understands that all obligations of TWDB under the contract or grant are subject to the availability of grant funds. The contract or grant is subject to termination or cancellation, either in whole or in part, without penalty to TWDB if such funds are not appropriated or become unavailable.

E. **Force Majeure**. Neither CONTRACTOR nor TWDB will be liable to the other for any delay in or failure of performance of any requirement contained in this CONTRACT caused by force majeure. The existence of such causes of delay or failure will extend the period of performance until after the causes of delay or failure have been removed, provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

F. **Governing Law and Venue**. This CONTRACT is governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this CONTRACT is fixed in any court of competent jurisdiction in Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to TWDB.

G. **Indemnification**. CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND TWDB, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS,

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ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE MUST BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT, AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. CONTRACTOR AND TWDB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

G. **Liability.** CONTRACTOR agrees to be fully responsible for its negligent acts or omissions or tortious acts. Nothing herein will be construed as consent by the State of Texas, TWDB or any state agency or entity as consent to be sued in any matter arising out of this CONTRACT.

H. **Public Information Act**. CONTRACTOR understands that TWDB will comply with the Texas Public Information Act, Texas Government Code Chapter 552, as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation and other material in connection with this CONTRACT may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Texas Government Code § 2252.907, CONTRACTOR is required to make any information created or exchanged with the State pursuant to this CONTRACT, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

I. **Right to Audit**.

1. The state auditor and the EXECUTIVE ADMINISTRATOR may conduct an audit or investigation of any entity receiving funds from the state directly under the CONTRACT or indirectly through a subcontract under the CONTRACT. The acceptance of funds directly under the CONTRACT or indirectly through a subcontract under the CONTRACT acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

2. CONTRACTOR must make such documents and records available for examination and audit by the Federal government and records must be

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kept and maintained in accordance with generally accepted accounting principles and for a minimum of seven years following the submission of the final Federal Financial Report.

J. **Severability.** Should any one or more provisions of this CONTRACT be held to be null, void, voidable, or, for any reason whatsoever, of no force and effect, such provision(s) will be construed as severable from the remainder of this CONTRACT and will not affect the validity of all other provisions of this CONTRACT, which will remain in full force and effect.

2. AFFIRMATIONS AND CERTIFICATIONS

A. **Clean Air Act**. CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42. U.S.C. Section 7401 et seq., and will report each violation to the TWDB. The TWDB will in turn report each violation as required to assure notification to FEMA, and the appropriate regional office of the Environmental Protection Agency. The CONTRACTOR agrees to include these requirements in each subcontract exceeding $100,000 financed in whole, or part, with Federal Assistance provided from FEMA, the substance of this CONTRACT.

B. **Child Support Obligation.** CONTRACTOR represents and warrants that it will include the following clause in the award documents for every subaward and subcontract and will require subrecipients and contractors to certify accordingly: "Under Texas Family Code § 231.006, the contractor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. FEDERAL PRIVACY ACT NOTICE: This notice is given pursuant to the Federal Privacy Act. Disclosure of your Social Security Number (SSN) is required under Section 231.006(c) and Section 231.302(c)(2) of the Texas Family Code. The Social Security number will be used to identify persons that may owe child support and will be kept confidential to the fullest extent allowed under Section 231.302(e) of the Texas Family Code."

C. **Contract Oversight.** CONTRACTOR represents and warrants that it will maintain oversight to ensure that CONTRACTOR and Subcontractor(s) perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

D. **Cybersecurity.** CONTRACTOR represents and warrants that its compliance with Section 2054.5191, Texas Government Code, relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.

E. **Debts and Delinquencies**. CONTRACTOR agrees that any payments due under the CONTRACT will be applied towards any debt or delinquency that is owed to the State of Texas, including but not limited to delinquent taxes, delinquent student loan payments and delinquent child support.

F. **Disclosure Protections for Certain Charitable Organizations, Charitable Trusts and Private Foundations.** CONTRACTOR represents and warrants that it will comply with Texas Government Code § 2252.906, relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

G. **Excluded Parties**. CONTRACTOR certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224. "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

H. **Executive Head of a State Agency**. In accordance with Texas Government Code § 669.003, relating to contracting with the executive head of a state agency, CONTRACTOR certifies that it is not: 1) the executive head of TWDB; 2) a person who at any time during the four years before the date of this CONTRACT was the executive head of TWDB; or 3) a person who employs a current or former executive head of TWDB.

I. **Federal Water Pollution Control Act.** CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., and agrees to report each violation to the TWDB, and understands that the TWDB will, in turn, report each violation as required to assure notification to FEMA and the appropriate regional office of the Environmental Protection Agency. The CONTRACTOR agrees to include these requirements in each subcontract exceeding $100,000 financed in whole, or part, with Federal Assistance provided from FEMA, the substance of this CONTRACT.

J. **Legal Authority.** CONTRACTOR represents that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of CONTRACTOR's governing body, authorizing the filing of the application or response, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee

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of CONTRACTOR to act in connection with the application or response and to provide such additional information as may be required.

K. **Lobbying Expenditure Restriction.** CONTRACTOR represents and warrants that TWDB's payments to CONTRACTOR and CONTRACTOR's receipt of appropriated or other funds under the contract or grant are not prohibited by Texas Government Code §§ 403.1067 or 556.0055, which restrict lobbying expenditures.

L. **No Conflicts of Interest**. CONTRACTOR represents and warrants its compliance with the Federal awarding agency's conflict of interest policies in accordance with 2 CFR § 200.112.

M. **No Waiver of Sovereign Immunity.** The Parties expressly agree that no provision of the grant or contract is in any way intended to constitute a waiver by TWDB or the State of Texas of any immunities from suit or from liability that TWDB or the State of Texas may have by operation of law.

N. **Open Meetings.** If CONTRACTOR is a governmental entity, CONTRACTOR represents and warrants its compliance with Texas Government Code Chapter 551, which requires all regular, special, or called meetings of a governmental body to be open to the public, except as otherwise provided by law.

O. **Political Polling Prohibition.** CONTRACTOR represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity which performs political polling.

P. **Procurement of Recovered Materials**. CONTRACTOR represents that it will make maximum use of products containing recovered materials that are EPA-designated items, as applicable for performance of the CONTRACT, unless the product cannot be acquired (i) competitively within a timeframe providing for compliance with the CONTRACT or its performance requirements, or (ii) at a reasonable price.

Q. **Records Retention.** CONTRACTOR represents and warrants its compliance with the records retention requirements of 2 CFR § 200.333. TWDB reserves the right to direct a contractor to retain documents for a longer period of time or transfer certain records to TWDB custody when it is determined the records possess longer term retention value. CONTRACTOR must include the substance of this clause in all subawards and subcontracts.

R. **Reporting Compliance.** Respondent represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant

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and maintain appropriate backup documentation to support the reports.

S. **Subaward Monitoring.** CONTRACTOR represents and warrant that it will monitor the activities of any subrecipient as necessary to ensure that subawards are used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subaward, and that subaward performance goals are achieved.

T. **Suspension and Debarment**. CONTRACTOR certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management* (SAM) maintained by the General Services Administration.

U. **Compliance with Federal Laws, Rules and Requirements.** CONTRACTOR represents and warrants that it will comply and assure the compliance of all its subrecipients and subcontractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, CONTRACTOR represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to CONTRACTOR, the more restrictive requirement applies.

V. **Disclosure of Violations of Federal Criminal Law.** CONTRACTOR represents and warrants its compliance with 2 CFR § 200.113, which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to SAM.

W. **Byrd Anti-Lobbying Amendment**. CONTRACTOR certifies that no federal appropriated funds have been paid or will be paid to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf to obtain, extend, or modify this contract or grant. If non-federal funds are used by CONTRACTOR to conduct such lobbying activities, Contractor must promptly file the prescribed disclosure form. In accordance with 31 U.S.C. § 1352(b)(5), CONTRACTOR acknowledges and agrees that it is responsible for ensuring that each subrecipient and subcontractor certifies its compliance with the expenditure prohibition and the declaration requirement.

ARTICLE VII. STANDARDS OF PERFORMANCE.

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1. **Personnel**. CONTRACTOR must assign only qualified personnel to perform the services required under this CONTRACT. CONTRACTOR is responsible for ensuring that any Subcontractor utilized also assigns only qualified personnel. Qualified personnel are persons who are properly licensed to perform the work and who have sufficient knowledge, skill and ability to perform the tasks and services required herein according to the standards of performance and care for their trade or profession.

2. **Professional Standards**. CONTRACTOR must provide the services and deliverables in accordance with applicable professional standards. CONTRACTOR represents and warrants that it is authorized to acquire Subcontractors with the requisite qualifications, experience, personnel and other resources to perform in the manner required by this CONTRACT.

3. **Procurement Laws**. CONTRACTOR must comply with applicable State of Texas procurement laws, rules and policies, as well as 2 CFR §§ 200.319 – 200.326, Methods of Procurement, including but not limited to competitive bidding and the Professional Services Procurement Act, Texas Government Code, Chapter 2254, relating to contracting with persons whose services are within the scope of practice of: accountants, architects, landscape architects, land surveyors, medical doctors, optometrists, professional engineers, real estate appraisers, professional nurses, and certified public accountants.

   CONTRACTOR must comply with all regulations listed in 2 CFR Part 200 and state law and procedure for the purchase of equipment and supplies.

4. **Independent Contractor**. Both parties hereto, in the performance of this CONTRACT, act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party will not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

5. **Proprietary and Confidential Information**. CONTRACTOR warrants and represents that any information that is proprietary or confidential and is received by CONTRACTOR from TWDB or any governmental entity will not be disclosed to third parties without the written consent of TWDB or applicable governmental entity, whose consent will not be unreasonably withheld.

6. **Contract Administration**. TWDB will designate a project manager for this CONTRACT. The project manager will serve as the point of contact between TWDB and CONTRACTOR. TWDB's project manager will supervise TWDB's review of CONTRACTOR's technical work, deliverables, draft reports, the FINAL REPORT, payment requests, schedules, financial and budget administration, and similar matters. The project manager does not have any express or implied authority to vary the terms of the CONTRACT, amend the CONTRACT in any

way or waive strict performance of the terms or conditions of the CONTRACT.

7. **Nepotism.** CONTRACTOR must comply with Texas Government Code Chapter 573 by ensuring that no officer, employee or member of CONTRACTOR's governing body votes or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition does not prohibit the employment of a person who has been continuously employed for a period of two years prior to the election or appointment of the officer, employee or governing body member related to such person in the prohibited degree.

8. **Remedies for Nonperformance**. If CONTRACTOR fails to comply with any requirement of the CONTRACT, TWDB may terminate or cancel all or any part of the contract, may obtain substitute requested items, may withhold acceptance and payments to CONTRACTOR, may revoke any prior acceptance, may require CONTRACTOR to refund amounts paid prior to revocation of acceptance and may pursue all rights and remedies against CONTRACTOR under the contract and any applicable law. Remedies for nonperformance may also include suspension or debarment. No provision of the CONTRACT will constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to TWDB as an agency of the State of Texas or otherwise available to TWDB. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities detailed in the contract or otherwise available to TWDB by law will not constitute a waiver of said privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

ARTICLE VIII. DISTRIBUTING GRANT FUNDS

1. TWDB agrees to compensate and reimburse CONTRACTOR in a total amount not to exceed the FEDERAL SHARE OF THE TOTAL PROJECT COST and the TWDB SHARE OF THE TOTAL PROJECT COST, if applicable, for costs incurred and paid by CONTRACTOR pursuant to performance of this CONTRACT. If applicable, CONTRACTOR will contribute local matching funds in sources and amounts defined as the LOCAL SHARE OF THE TOTAL PROJECT COST. TWDB will reimburse CONTRACTOR for one hundred percent (100%) of FEDERAL SHARE OF THE TOTAL PROJECT COST and, if applicable, the TWDB SHARE OF THE TOTAL PROJECT COST of each invoice up to ninety percent (90%) pending CONTRACTOR's performance. Upon TWDB's review and approval of project completion according to the specific close-out requirements for FMA, TWDB will pay the remaining ten percent (10%) to CONTRACTOR. The cost share per property is detailed in EXHIBITS A, B and D.

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Notwithstanding the above referenced paragraph, TWDB may provide advance funds to CONTRACTOR in order to minimize the time elapsing between the transfer of funds and their disbursement by CONTRACTOR. Such advance funds will be disbursed in compliance with FEMA regulations, including but not limited to 2 CFR Part 200. CONTRACTOR understands and agrees that it has no right to such advances, but that TWDB, in its sole discretion, may from time to time agree to advance payments before receiving any subcontractor invoices.

Depending upon availability of funds, TWDB may elect to fund the LOCAL SHARE OF THE TOTAL PROJECT COST. If PARTICIPANT(s) have already paid some or all of the LOCAL SHARE OF THE TOTAL PROJECT COST, CONTRACTOR must submit evidence that PARTICIPANT(s) have been fully reimbursed before TWDB will release these funds to CONTRACTOR.

2. Before submitting any subcontractor's invoices and prior to reimbursement or advances of funds, CONTRACTOR must submit a copy of all procurement documents, the scoresheets for all respondents, and the official submittal of the selected subcontractor to TWDB for concurrence with 2 CFR Part 200.319-200.326.

3. CONTRACTOR must submit an implementation plan for review and approval by TWDB prior to commencement of construction activities. The approved implementation plan will then become a permanent part of this CONTRACT as EXHIBIT C.

4. Requests for advance or reimbursement of subcontractor expenses will only be considered where such subcontractor procurement(s) have been submitted and where such subcontracts or agreements have been determined acceptable by the EXECUTIVE ADMINISTRATOR as described herein. The EXECUTIVE ADMINISTRATOR must provide written review and acceptance of contracts or agreements between CONTRACTOR and subcontractor(s) and between such subcontractors and any other subcontractors prior to CONTRACTOR finalizing such subcontracts or agreements. All subcontract agreements must include the DUNS number for the subcontractor. The purpose of this review is solely to ensure that the subcontracts and agreements are consistent with this CONTRACT and that the rights of TWDB are protected. CONTRACTOR understands that CONTRACTOR should obtain its own legal review of subcontracts and agreements that CONTRACTOR enters into. CONTRACTOR agrees that TWDB assumes no legal obligations under its subcontracts or agreements. Each subcontract or agreement must include a detailed budget estimate with specific cost details for each task or specific item of work to be performed by the subcontractor and for each category of reimbursable expenses. The subcontracts must conform to the terms of the CONTRACT and include provisions which require subcontractor compliance with TWDB rules. CONTRACTOR must adhere to all requirements in state law and TWDB rules

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pertaining to the procurement of professional services. Subcontracts for surveying activities will not be required.

5. CONTRACTOR must submit advance or payment requests and the required documentation for reimbursement according to the PAYMENT REQUEST SCHEDULE and in accordance with the approved task and expense budgets contained in EXHIBIT D to this CONTRACT. For reimbursement, CONTRACTOR must submit a signed and completed Payment Request Checklist along with task and expense spreadsheet (https://www.twdb.texas.gov/about/contract_admin/index.asp) and documentation listed below, according to the PAYMENT REQUEST SCHEDULE. All required reports must be current as detailed in Article X and XI of this section. The Payment Request package must include the following:

   A. The completed Payment Request Checklist must include the total incurred and paid expenses along with the following information
      (1) TWDB Contract Number;
      (2) The reimbursement period; beginning (date) to ending (date);
      (3) Total Expenses being requested for this period;
      (4) Total In-kind services, if applicable;
      (5) Total Federal, TWDB, and Local Share of the total study cost for the billing period, as applicable;
      (6) Total to be reimbursed by TWDB for the billing period; and
      (7) Certification, signed by CONTRACTOR's authorized representative, that the expenses submitted for the billing period are a true and correct representation of amounts paid for work performed directly related to this CONTRACT.

   B. For direct expenses incurred by CONTRACTOR for subcontracted work:
      (1) Copies of detailed, itemized invoices/receipts from the subcontractor to CONTRACTOR and proof of payment by CONTRACTOR. Credit card summary receipts or statement are not acceptable alone; they must be accompanied by the itemized invoice or receipt; and
      (2) A spreadsheet showing the tasks that were performed; the percent and cost of each task completed; a total cost figure for each direct expense category contained in EXHIBIT D; and the total dollar amount paid to and due to the subcontractor(s). The spreadsheet should also include the expense budget and the cost of each expense item. Any payments of expenses which CONTRACTOR withholds from a subcontractor for the purposes of retainage, will be considered to have been paid by CONTRACTOR for purposes of determining expenses paid.

   C. For direct expenses incurred by CONTRACTOR other than subcontracted work:

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(1) Copies of detailed, itemized invoices/receipts from expenses purchased by CONTRACTOR and proof of payment by CONTRACTOR. Credit card summary receipts or statement are not acceptable alone; they must be accompanied by the itemized invoice or receipt; and
(2) A spreadsheet showing the tasks that were performed, the percent and cost of each task completed, and a total cost figure for each direct expense category contained in EXHIBIT D. The spreadsheet should also include the expense budget and the cost of each expense item.

D. For travel expenses for CONTRACTOR(s) and/or subcontractors:
(1) Names, dates, work locations, time periods at work locations, itemization of and receipts for subsistence expenses of each employee, limited, however, travel is limited to the maximum amounts authorized by the U.S. General Services Administration, as amended or superseded. Receipts required for lodging;
(2) Copies of invoices or receipts for transportation costs or, if mileage costs, names, dates, and points of travel of individuals; and
(3) All other reimbursable travel expenses i.e., invoices or purchase vouchers showing reason for expense with receipts to evidence the amount incurred.

6. CONTRACTOR has budget flexibility within task and expense budget categories to the extent that the resulting change in amount, in any one task or expense category, does not exceed ten (10%) percent of the total authorized amount by this CONTRACT. Larger deviations require approval by the EXECUTIVE ADMINISTRATOR or designee and FEMA (as per 2 CFR Part 200, the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments) which will be documented through an Approved Budget Memorandum to the TWDB contract file. CONTRACTOR will be required to provide written explanation for the overage and reallocation of the task and expense amount.

For all reimbursement requests, including any subcontractor's expenses, the EXECUTIVE ADMINISTRATOR must have determined that any REQUIRED INTERLOCAL AGREEMENT(s) and contracts or agreements between CONTRACTOR and subcontractors are consistent with the terms of this CONTRACT. CONTRACTOR is fully responsible for paying all charges by subcontractors prior to reimbursement by TWDB.

7. CONTRACTOR and its subcontractors must maintain timely, true, and accurate financial accounting documents and records, including copies of invoices and receipts, and must make them available for examination and audit by the EXECUTIVE ADMINISTRATOR. Accounting by CONTRACTOR and its subcontractors must be in a manner consistent with Generally Accepted

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Accounting Principles (GAAP).

8. If CONTRACTOR chooses and is authorized by TWDB for the advance method for distribution of grant funds under Section I, Article I, Paragraph 20 and submits a Request for Advance Checklist to the EXECUTIVE ADMINISTRATOR, TWDB will advance to CONTRACTOR a percentage of the amount shown in EXHIBIT D not to exceed the amount of the TOTAL PROJECT COST.

9. When CONTRACTOR has incurred expenses sufficient to reconcile the advance received, CONTRACTOR must submit a Request for Advance to the EXECUTIVE ADMINISTRATOR before receiving another advance of the FEDERAL SHARE OF THE TOTAL PROJECT COST. CONTRACTOR must attach the most recent written financial reports described in Section II, Article X and performance report described in Section II, Article XI, Paragraph 1 and the documentation listed in Section II, Article VII, Paragraph 5 to the Request for Advance Checklist. Any expenses incurred by CONTRACTOR exceeding the amount of the previous advance will be reimbursed based on the percentage of the FEDERAL SHARE OF THE TOTAL PROJECT COST of this CONTRACT.

10. Within 30 days of the EXECUTIVE ADMINISTRATOR's final accounting of the amounts expended by CONTRACTOR and the amounts advanced by TWDB to CONTRACTOR, CONTRACTOR must refund to TWDB any advances not used for expenses approved by the EXECUTIVE ADMINISTRATOR. If the amounts expended by CONTRACTOR exceed the amounts advanced by TWDB, the EXECUTIVE ADMINISTRATOR will provide such differences to CONTRACTOR, if not in excess of the FEDERAL SHARE OF THE TOTAL PROJECT COST.

11. Reimbursement Requests that lack required documentation will be denied or short paid if deficiencies are not resolved within 10 business days. Denied Reimbursement Requests or eligible expenses that were short paid must be resubmitted by CONTRACTOR with the required documentation within 30 days or prior to next reimbursement request (whichever sooner) to be reconsidered for reimbursement.

12. If for some reason a reimbursement request cannot be processed due to the need for an amendment to the CONTRACT, CONTRACTOR will be required to resubmit the Payment Request Checklist dated after the execution of the amendment.

13. CONTRACTOR is responsible for any food or entertainment expenses incurred by its own organization or that of its subcontractors, outside that of the travel expenses authorized and approved by the State of Texas under this CONTRACT.

14. CONTRACTOR is responsible for submitting any final payment request and

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documentation for reimbursement, along with a request to release any retained funds, no later than 45 days following the PROJECT COMPLETION DATE. Failure to submit a timely final payment request may result in a lapse of funds and unavailability of the remaining funding under this CONTRACT.

ARTICLE IX. SUBCONTRACTS

1. Each Subcontract entered into to perform required work under this CONTRACT must contain the following:

   A. A detailed budget estimate with specific cost details for each task or specific item of work to be performed by the Subcontractor and for each category of reimbursable expenses.

   B. A clause stating the following: "Subcontractor agrees and acknowledges that it is subject to all applicable requirements of the master contract between City of Baytown and Texas Water Development Board, TWDB Contract No. 2200012797. Subcontractor adopts by reference the requirements of Section II, Article IX of TWDB Contract No. 2200012797 for this Subcontract."

2. All Subcontracts entered into to perform required work under this CONTRACT are also subject to the following requirements:

   A. The Subcontract is subject to audit by the Texas State Auditor's Office, and EXECUTIVE ADMINISTRATOR, Federal government and-Subcontractor must cooperate with any request for information, as further described in Section II, Article VI, Paragraph 1I.;

   B. Payments under the Subcontract are contingent upon appropriation of funds by the Texas Legislature;

   C. Ownership of data, materials and work papers, in any media, that is gathered, compiled, adapted for use, or generated by Subcontractor or CONTRACTOR will become data, materials and work owned by TWDB, and-Subcontractor will have no proprietary rights in such data, materials and work papers, except as further described in Section II, Article V;

   D. Subcontractor must keep timely and accurate books and records of accounts according to generally accepted accounting principles.;

   E. Subcontractor is solely responsible for securing all required licenses and permits from local, state and federal governmental entities and solely responsible for obtaining sufficient insurance in accordance with the general standards and practices of the industry or governmental entity; and

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F. Subcontractor is an independent contractor and TWDB has no liability resulting from any failure of Subcontractor that results in breach of contract, property damage, personal injury or death.

ARTICLE X. FINANCIAL REPORTS

1. CONTRACTOR must submit an original TWDB Quarterly Financial Report (TWDB QFR) and Federal Financial Report (FFR, SF-425) to the TWDB's quarterly report mailbox (FloodGrantQuarterlyReports@twdb.texas.gov) within 15 days following the end of each federal quarter of the PROJECT with the exception of the final report, which is due 45 days after the PROJECT COMPLETION DATE.

2. If applicable, CONTRACTOR must submit any other reports specified in EXHIBIT A of this CONTRACT.

ARTICLE XI. PERFORMANCE REPORTING

1. Quarterly. CONTRACTOR must submit an original Program Performance Report (SF-PPR) and any supporting documentation to the TWDB's quarterly report mailbox (FloodGrantQuarterlyReports@twdb.texas.gov) within 15 days following the end of each federal quarter in accordance with Section II, Article IV, Paragraph 3.

2. Final Report. CONTRACTOR must submit an original final Program Performance Report (SF-PPR), Federal Financial Report (FFR, SF-425), and any supporting documentation which details all the work performed under the CONTRACT according to the specific close-out requirements according to Section II, Article IV, Paragraph 3. The reports must be submitted to the TWDB Contract Manager within 45 days following the PROJECT COMPLETION DATE.

ARTICLE XII. AMENDMENT, TERMINATION, AND STOP ORDERS

1. Notice. TWDB, CONTRACTOR, or FEMA may terminate grant award agreements by giving written notice at least seven calendar days prior to the effective date of the termination. All notices are to be transmitted via registered or certified mail, return receipt requested. CONTRACTOR's authority to incur new costs will terminate on the date of receipt of the notice or the date set forth in the notice. Any costs incurred up to the earlier of the date of the receipt of the notice or the date of termination set forth in the notice will be negotiated for final payment. Closeout of the Grant Agreement will be commenced and processed as prescribed under Section II, Article IV, Paragraph 3.

2. Discontinuation of Work. Upon receiving notice of termination, CONTRACTOR must discontinue work in accordance with the EXECUTIVE ADMINISTRATOR's

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termination instructions and delay or terminate all applicable orders and subcontracts immediately.

3. Unpaid Balances. In the event that this CONTRACT is terminated, TWDB's only liability will be to pay CONTRACTOR the unpaid balance due CONTRACTOR for work actually performed.

4. The EXECUTIVE ADMINISTRATOR may issue a Stop Work Order to CONTRACTOR at any time. Upon receipt of such order, CONTRACTOR must discontinue all work under this CONTRACT and cancel all orders pursuant to this CONTRACT, unless the order directs otherwise. If the EXECUTIVE ADMINISTRATOR does not issue a Restart Order within 60 days of the Stop Work Order, this CONTRACT is terminated in accordance with the foregoing provisions.

5. The EXECUTIVE ADMINISTRATOR can extend the PROJECT COMPLETION DATE upon written approval from FEMA. CONTRACTOR must notify the EXECUTIVE ADMINISTRATOR in writing within 90 days prior to the PROJECT COMPLETION DATE if an extension is required.

6. If termination of the CONTRACT occurs, the procedures described in 2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, will be followed.

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ARTICLE XIII. CORRESPONDENCE, REPORTS, AND REIMBURSEMENTS

All correspondence, reports, and reimbursements related to this CONTRACT must be made to the following addresses:

For TWDB:

Contract Matters:
Texas Water Development Board
Attention: Contract Administration
P.O. Box 13231
Austin, Texas 78711-3231
Email: contracts@twdb.texas.gov

Payment Request Submission:
Texas Water Development Board
Attention: Accounts Payable
P.O. Box 13231
Austin, Texas 78711-3231
Email: invoice@twdb.texas.gov

Physical Address:
Stephen F. Austin State Office Building
1700 N. Congress Avenue
Austin, Texas 78701

For City of Baytown:

Contract Matters:
Jason Reynolds
Attention:City Manager
2401 Market Street
Baytown, Texas 77520
Email: jason.reynolds@baytown.org

Payment Request Submission:
Teresa McKenzie
Attention: Finance Director
2401 Market Street
Baytown, Texas 77520
Email: teresa.mckenzie@baytown.org

Physical Address:
2401 Market Street
Baytown, Texas 77520

IN WITNESS WHEREOF, the PARTIES have caused this CONTRACT to be duly executed.

TEXAS WATER DEVELOPMENT BOARD

Bryan McMath
Interim Executive Administrator

Date: 7/14/2024

CITY OF BAYTOWN

Jason E Reynolds
City Manager

Date: 7/12/2024

CITY COUNCIL MEETING 7. c.

Meeting Date: 05/14/2026

Subject: Authorize Budget Amendment and Allocation of Additional Local Funds to EDWWTP Phase II Project. CDBG-MIT-D240.

Prepared by: Leasa Lopez, Finance

Department: Finance

Information

ITEM

Consider an ordinance authorizing the revision of the Texas General Land Office (GLO) Community Development Block Grant - Disaster Mitigation Grant #22-085-012-D240 for the East District Wastewater Treatment Plant (Project WWTP-2101) budget to include additional local match.

PREFACE

This ordinance proposes amending GLO Contract #22-085-012-D240 budget for the CDBG-MIT Grant Program by approving the allocation of unencumbered funds from bonds and other funds to contribute additional local match to the EDWWTP Phase II project. Originally, the City was awarded $32,718,055 and pledged a 1% or $323,941.14 in local funds for a project total $32,718,055. However, construction bids exceeded available grant funds by $11,445,184.86. This ordinance approves the not only the revision of the contract budget but also the allocation of unencumbered balances from the 2019 Bond, Water & Sewer CIP fund and from Water & Sewer Impact Fees to cover the original local match as well as the additional local match for construction and other costs as described below:

Project Account	Request Category	Amount
WWTP2101-WSCIPF_WWT-ENGINEERIN-OPERATCASH	Engineering, Survey & Inspections	$ 49,647.00
WWTP2101-2019COBOND-CONSTRUCTI-C.O./BONDS	Construction	$1,800,001.00
WWTP2101-WS_IMPCTSE-CONSTRUCTI-OPERATCASH	Construction	$9.919,478.00
	Total of Local Matching Funds:	**$11,769,126.00**

Original Project Budget:			Proposed Project Budget	Pending Council Approval:
GLO Grant_CDBG-D240:	$32,718,055.00		GLO Grant_CDBG-D240	$32,718,055.00
Local Match (1%):	$ 323,941.14		Original Local Match (1%):	$ 323,941.14*
			Additional Local Match:	$11,445,184.86*
Project Total:	**$32,718,055.00**		**Proposed Project Total:**	**$44,265,757.00**

*New combined local funds: $11,769,126.00

Per GLO procedures, following approval of this ordinance, the City will submit a budget amendment to the GLO.

Fiscal Impact

Fiscal Year: 2026

Acct Code: see below

Source of Funds (Operating/Capital/Bonds): Grant/Bonds/Funds

Funds Budgeted Y/N: Y

Amount Needed: 44,265,757

Fiscal Impact (Additional Information):

Original award $32,718,055

Original Match: $323,941.14
Original Project total: $32,718,055.

Original award $32,718,055
New Match: $11,769,126.00
New Project total: $44,265,757.00.

Sources of Local Matching Funds
WWTP2101-WSCIPF_WWT-ENGINEERIN-OPERATCASH
Engineering, Survey & Inspections $ 49,647.00

WWTP2101-2019COBOND-CONSTRUCTI-C.O./BONDS
Construction $1,800,001.00

WWTP2101-WS_IMPCTSE-CONSTRUCTI-OPERATCASH
Construction $9.919,478.00

Attachments

Ordinance - CDBG-MIT amendment
Exhibit A - Change Order
Budget Overview_2026
CIP Report_Bond Funded Proj_2026-04
PWE Req to Reallocate $1.8M
Ord 16,368_Budget Amend

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE SUBMISSION OF OFFICIAL REQUEST DOCUMENTATION TO THE TEXAS GENERAL LAND OFFICE (GLO) IN ACCORDANCE WITH PARAGRAPH 8.16 OF GLO CONTRACT NO. #22-085-012-D240 COMMUNITY DEVELOPMENT BLOCK GRANT MITIGATION PROGRAM INFRASTRUCTURE PROJECTS NON-RESEARCH & DEVELOPMENT MITIGATION FUNDING FOR THE EAST DISTRICT WASTEWATER TREATMENT PLANT (PROJECT WWTP-2101) PROJECT TO INCLUDE ADDITIONAL LOCAL MATCH IN THE AMOUNT OF $44,265,757.00; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

WHEREAS, the City of Baytown, Texas, has received a Community Development Block Grant – Mitigation Program (CDBG-MIT) award from the Texas General Land Office ("GLO") via GLO Contract No. #22-085-012-D240 Community Development Block Grant Mitigation Program Infrastructure Projects Non-Research & Development Mitigation Funding ("Contract 22-085-012-D240") for the East District Wastewater Treatment Plant (PROJECT WWTP-2101) Project (the "Project") to provide infrastructure improvements; and

WHEREAS, GLO originally awarded the City THIRTY-TWO MILLION, SEVEN-HUNDRED, EIGHTEEN-THOUSAND, FIFTY-FIVE DOLLARS ($32,718,055); and

WHEREAS, the City pledged ONE PERCENT (1%) or THREE-HUNDRED, TWENTY-THREE THOUSAND, NINE-HUNDRED, FORTY-ONE AND 14/00 ($323,941.14) in local funds for a project total of THIRTY-TWO MILLION, SEVEN-HUNDRED, EIGHTEEN-THOUSAND, FIFTY-FIVE DOLLARS ($32,718,055); and

WHEREAS, construction bids have exceeded available grant funds by ELEVEN-MILLION, FOUR-HUNDRED, FORTY-FIVE THOUSAND, ONE-HUNDRED, EIGHTY-FOUR AND 86/00 ($11,445,184.86); and

WHEREAS, Contract 22-085-012-D240 must be amended to reflect the increased costs of the Project; and

WHEREAS, prior to approval and preparation of an amendment to Contract 22-085-012-D240, GLO requires that the City Council authorize submission of a change order, including authorization for additional funding; and

WHEREAS, on January 26, 2023, the City Council authorized the Mayor and City Manager to execute all contractual documents associated with Contract 22-085-012-D240; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown, Texas, hereby authorizes the Mayor and/or City Manager to submit official request documentation to GLO in accordance with Paragraph 8.16 of Contract 22-085-012-D240 to amend the Contract to authorize the allocation of unencumbered funds from bonds and other funds to contribute additional local match to the Project as follows:

Project Account	**Request Category**	**Amount**
WWTP2101-WSCIPF_WWT-ENGINEERIN-OPERATCASH	Engineering, Survey & Inspections	$49,647.00
WWTP2101-2019COBOND-CONSTRUCTI-C.O./BONDS	Construction	$1,800,001.00
WWTP2101-WS_IMPCTSE-CONSTRUCTI-OPERATCASH	Construction	$9.919,478.00
	Total of Local Matching Funds:	**$11,769,126.00**

Original Project Budget:			**Proposed Project Budget**	**Pending Council Approval:**
GLO Grant_CDBG-D240:	$32,718,055.00		GLO Grant_CDBG-D240	$32,718,055.00
Local Match (1%):	$323,941.14		Original Local Match (1%):	$ 323,941.14*
			Additional Local Match:	$11,445,184.86*
Project Total:	**$32,718,055.00**		**Proposed Project Total:**	**$44,265,757.00**

*New combined local funds: $11,769,126.00

Section 2: That the additional local match shall not exceed ONE PERCENT (1%) of the new Project total or ELEVEN-MILLION, FOUR-HUNDRED, FORTY-FIVE THOUSAND, ONE-HUNDRED, EIGHTY-FOUR AND 86/00 ($11,445,184.86).

Section 3: That the new Project total shall not exceed FORTY-FOUR MILLION, TWO-HUNDRED, SIXTY-FIVE THOUSAND, SEVEN-HUNDRED, FIFTY-SEVEN DOLLARS ($44,265,757.00).

Section 4: That all funds shall be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, fair housing, and civil rights requirements.

Section 5: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ, and PASSED by the affirmative vote of the City Council of the City of Baytown this the 14th day of May, 2026.

CHARLES JOHNSON, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMOND, City Attorney

COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Construction Change Order Request

NOTE: Texas Local Government Code Sec. 262.031 "CHANGES IN PLANS AND SPECIFICATIONS" regulations apply. Generally, a cumulative increase in the contract price in excess of 25% or a cumulative decrease in excess of 18% are disallowed.

Subrecipien	City of Baytown	GLO Contract Number:	22-085-012-D240	Date:	

Engineer Name Address & Phone	Subrecipient Name, Address, & Phone	Contractor Name, Address & Phone Number:

Project #:		Bid Package #:		Change Order #:	
ontract Origination Dat		Project Description:			

You are hereby requested to comply with the following changes from the contract plans and specifications.

Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Schedule etc.	Decrease in Contract Price	Increase in Contract Price

See sheet 2 to add additional entries

Change in Construction Contract Price

Original Contract Price:	
Cumulative Previous Change Order(s)	
Contract Price Prior to this Change Order:	
Net Increase/Decrease of	

Change in Contract Time (Calendar Days)

Original Contract Time in Days:	
Net Change from Previous Change Order(s) in Days	
Contract Time Prior to this Change Order in Days	
Net Increase/Decrease of this Change Order in Days:	

COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Construction Change Order Request

Contract Price with All Approved Change Orders:		Contract Time with All Approved Change Orders in Days:	
Cumulative Percent Change in Contract Price (+/-)		Subrecipient Contract End Date:	
Construction Contract Start Date:		Construction Contract End Date:	

Reimbursements of costs included in this change order are subject to review by GLO-CDR.

***This document may be executed prior to submission for GLO-CDR review, but all parties involved will be held responsible if the change order or amendment warranted as a result of this change order is not in compliance with CDBG or HUD Requirements**

Subrecipient Signature	Engineer Signature	Contractor Signature
Subrecipient Nam and Title (Printed)	Engineer Name and Title (Printed)	Contractor Name and Title (Printed)
Subrecipient Signature	Engineer Signature	Contractor Signature

Justification for Change Order

1. Will this change order increase or decrease the number of beneficiaries? ☐ Increase ☐ Decrease ☐ No Change

If there is a change, how many beneficiaries will be aff Total LMI

2. Effect of this change on the scope of work: ☐ Increase ☐ Decrease ☐ No Change

3. Effect on operation and maintenance costs: ☐ Increase ☐ Decrease ☐ No Change

4. Are all prices in the change order dependent upon unit prices found in the original ☐ Yes ☐ No

If "no", explain:

5. Has the change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction? ☐ Yes ☐ No

If "yes", is an environmental assessment required?

6. Is the Texas Council on Environmental Quality (TCEQ) clearance still valid (if applicable)? ☐ Yes ☐ No

7. Is the CCN permit still valid? (*sewer projects only*) ☐ Yes ☐ No

8. Are the disability access requirements/approval still valid (if applicable)? ☐ Yes ☐ No

9. Are other Disaster Recovery contractural special condition clearances still valid? ☐ Yes ☐ No

If "no", explain:

Disclaimer: *The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.*

Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Schedule etc.	Decrease in Contract Price	Increase in Contract Price

Project Account	Project Number
WWTP2101-CDBGMIT/DR-ADMINISTRA-FEDERGRANT	WWTP2101
WWTP2101-CDBGMIT/DR-CONSTRUCTI-FEDERGRANT	WWTP2101
WWTP2101-WSCIPF_WWT-ENGINEERIN-OPERATCASH	WWTP2101
WWTP2101-CDBGMIT/DR-ENGINEERIN-FEDERGRANT	WWTP2101
WWTP2101-2019COBOND-CONSTRUCTI-C.O./BONDS	WWTP2101
WWTP2101-WS_IMPCTSE-CONSTRUCTI-OPERATCASH	WWTP2101
Total	

Request Title	Request Category	Historical E finance	2026 Project Budget
EDWWTP Phase 2 Rehabilitation	Administration		915,983
EDWWTP Phase 2 Rehabilitation	Construction		27,166,272
EDWWTP Phase 2 Rehabilitation	Engineering, Survey & Inspections	49,647	-
EDWWTP Phase 2 Rehabilitation	Engineering, Survey & Inspections	3,141,015	1,170,845
EDWWTP Phase 2 Rehabilitation	Construction		1,800,001
EDWWTP Phase 2 Rehabilitation	Construction		9,919,478
		3,190,662	**40,972,578**

Spent 2026 Munis	Encumbered 2026 Munis	2026 Available in PL	Historical	2026 Projected Costs (March-Sept 2026)	Carryforward for FY27	FY2027	FY2028
641,188	274,795	-	915,983		-		
9,472,444	17,693,827	1	27,166,271		1		
-	-	-	49,647		-		
418,157	752,688	-	4,311,860		-	-	-
1,074,034	725,967	-	1,800,001		-		
-	9,919,478	-	9,919,478		-		
11,605,823	**29,366,755**	**1**	**44,163,239**	**-**	**1**	**-**	**-**

FY2029	FY2030	FY2031	TOTAL FY27-FY31	TOTAL PROJECT BUDGET	CATEGORY	Fund Category
			-	915,983	WASTEWATER TREATMENT	GRANT
			-	27,166,272	WASTEWATER TREATMENT	GRANT
			-	49,647	WASTEWATER TREATMENT	CASH
-	-		-	4,311,860	WASTEWATER TREATMENT	GRANT
			-	1,800,001	WASTEWATER TREATMENT	BOND
			-	9,919,478	WASTEWATER TREATMENT	CASH
-	**-**	**-**	**-**	**44,163,240**		

Funding Source	PL1	PL2	PL3	PL4
GRANTS	WWTP2101	CDBGMIT/DR	ADMINISTRA	FEDERGRANT
GRANTS	WWTP2101	CDBGMIT/DR	CONSTRUCTI	FEDERGRANT
CASH	WWTP2101	WSCIPF_WWT	ENGINEERIN	OPERATCASH
GRANTS	WWTP2101	CDBGMIT/DR	ENGINEERIN	FEDERGRANT
CERTIFICATE OF OBLIGATIONS	WWTP2101	2019COBOND	CONSTRUCTI	C.O./BONDS
CASH	WWTP2101	WS_IMPCTSE	CONSTRUCTI	OPERATCASH

ORG2	OBJ	Concatenate
71033070	56938	WWTP2101-CDBGMIT/DR-ADMINISTRA-FEDERGRANT
71033070	56938	WWTP2101-CDBGMIT/DR-CONSTRUCTI-FEDERGRANT
51103170	56938	WWTP2101-WSCIPF_WWT-ENGINEERIN-OPERATCASH
71033070	56938	WWTP2101-CDBGMIT/DR-ENGINEERIN-FEDERGRANT
45113170	56937	WWTP2101-2019COBOND-CONSTRUCTI-C.O./BONDS
56003170	56938	WWTP2101-WS_IMPCTSE-CONSTRUCTI-OPERATCASH

BOND FUNDED PROJECT REPORT

BOND FUNDED PROJECT REPORT
For the period ended on:
April 4, 2026

2017 Cetificates of Obligation (Fund 320 / 4110)		
Transportation Projects	**Par Amount**	18,010,000
	Net Premium	2,159,700
	Transfer In	47,250
	Interest Earned as of date	766,681
	Issuance Cost	(169,700)
	Aribitrage Liab	(8,866)
	Aribitrage Expense	-
	Total Bond Fund	**20,805,066**

Munis	Project Name	Project Budget Allocation	Expenditures to Date	Balance in Cash	Encumbrances	Project Budget Balance	Comments
	HUNT RD - HEB TO N. MAIN	8,308,031	8,308,031	-	-	-	
	HUNT-SAN JAC TO JHN MARTN	281,832	281,832	-	-	-	
RDWY2501-2017COBOND	I-1O ON & OFF RAMPS	3,683,402	3,683,402	-	-	-	
RDWY1901-2017COBOND	GARTH RD IMPROVEMENTS	1,730,928	1,557,549	173,380	173,380	**0**	
	MAIN STREET CONCRETE PRES	1,955,734	1,955,734	-	-	-	
	GARTH RD GRANT MATCH	138,774	138,774	-	-	-	
RDWY2002-2017COBOND	BLUEBILL BAY & ANGELFISH- RW2002	153,574	153,574	-	(0)	0	
	FAIRWAY DRIVE RW2003	358,086	358,086	-	-	-	
RDWY2004-2017COBOND	SAVELL DRIVE RW2004	210,173	210,173	-	-	-	
	RIGHT TURN LANES	185,383	185,383	-	-	-	
	SAN JACINTO BLVD - PHS 2	888,339	888,339	-	-	-	
	ROLLINGBROOK	2,910,809	2,910,809	-	-	-	
	SIGNAL STONEHDG & BUSH	-	-	-	-	-	
				-		-	*Arbitrage liability: $18,010 (due FY2027)*
		20,805,066	**20,631,686**	**173,380**	**173,380**	**0**	
		-					
		Remaining Cash	**173,380**				

BOND FUNDED PROJECT REPORT

BOND FUNDED PROJECT REPORT
For the period ended on:
April 4, 2026

2019 Cetificates of Obligation (Fund 546 /4511)		
Wastewater Projects	**Par Amount**	18,440,000
	Net Premium	894,323
	Transfer In	-
	Interest Earned as of date	1,925,712
	Issuance Cost	(334,323)
	Aribitrage Liab	(243,418)
	Aribitrage Expense	(325,962)
	Total Bond Fund	**20,356,332**

Munis	Project Name	Project Budget Allocation	Expenditures to Date	Balance in Cash	Encumbrances	Project Budget Balance	Comments
WWTP2002-2019COBOND	EDWWTP PHASE 1 REHABILLIATION	4,525,066	735,291	3,789,775	3,789,488	287	*$34k ENCUMBRANCE JE5747*
	CRAIGMONT LIFT STATION	622,892	622,892	-	-	-	
LFST2002-2019COBOND	GOOSE CREEK LIFT STATION	5,694,007	5,544,914	149,093	102,154	46,939	
SEWR2001-2019COBOND	SJOLANDER/CROSBY CEDAR B	6,172,726	6,164,226	8,500	3,400	5,100	
RDWY2006-2019COBOND	W. CEDAR BAYOU LYNCHBURG WIDENING	390,774		390,774	-	390,774	
	REHAB PROJECTS	406,029	406,029	-	-	-	
WWTP2101-2019COBOND	EDWWTP PHASE 2 REHABILLIATION	1,800,001	588,594	1,211,407	1,211,407	-	
	Not allocated	*744,836*		*744,836*		*744,836*	
		20,356,332	**14,061,947**	**6,294,385**	**5,106,449**	**1,187,937**	
		-					
		Remaining Cash	**6,294,385**				

BOND FUNDED PROJECT REPORT

BOND FUNDED PROJECT REPORT
For the period ended on:
April 4, 2026

2020 Cetificates of Obligation (Fund 323 / 4114)		
Drainage, Wastewater Collection	**Par Amount**	36,300,000
& Transportation Projects	**Net Premium**	6,150,251
	Transfer In	-
	Interest Earned as of date	3,166,504
	Issuance Cost	(440,751)
	Aribitrage Liab	(1,064,180)
	Aribitrage Expense	(1,257,066)
	Total Bond Fund	**42,854,758**

Munis	Project Name	Project Budget Allocation	Expenditures to Date	Balance in Cash	Encumbrances	Project Budget Balance	Comments
	LINCOLN CEDARS & JULIE AN	436,142	436,142	-	-	-	
LFST2003-2020COBOND	CHAMBERS COMMONS	4,180,585	3,868,377	312,207	159,507	152,700	ClOSED PROJECT?
LFST2004-2020COBOND	BAKER ROAD LIFT STATION	5,182,420	4,932,797	249,623	102	249,521	ClOSED PROJECT?
RDWY1901-2020COBOND	GARTH RD RECONSTRUCTION	14,664,357	12,095,684	2,568,673	2,568,673	-	Including $651,833.05 - Future Years FY27
	FLAMINGO BITE/EGRET CANAL	-	-	-	-	-	
RDWY1904-2020COBOND	ALLEN/EDGEBROOK/NARC/COL	9,385,017	9,385,017	-	-	-	
	BLUEBILL AND ANGELFISH	-	-	-	-	-	
RDWY2003-2020COBOND	RECONSTRUCTION OF FAIRWAY	2,407,684	2,407,684	-	-	-	
RDWY2004-2020COBOND	RECONSTRUCTION OF SAVELL	3,115,819	3,115,819	-	-	-	
	CONNALLY ANNEXATION UTILI	2,687,391	2,687,391	-	-	-	
LFST2004-2020COBOND	BAKER ROAD LIFT STATION			-	-	-	
	Not allocated	*795,342*		*795,342*		*795,342*	
		42,854,758	**38,928,913**	**3,925,845**	**2,728,282**	**1,197,563**	
		-					
		Remaining Cash	**3,925,845**				

BOND FUNDED PROJECT REPORT

BOND FUNDED PROJECT REPORT
For the period ended on:
April 4, 2026

2022 Cetificates of Obligation (Fund 353/4115)		
Facilities & Transportation Projects	**Par Amount**	24,270,000
	Net Premium	1,075,954
	Transfer In	-
	Interest Earned as of date	3,645,977
	Issuance Cost	(338,091)
	Due to General Fund	(331,576)
	Aribitrage Liab	(507,860)
	Aribitrage Expense	-
	Total Bond Fund	**27,814,403**

Munis	Project Name	Project Budget Allocation	Expenditures to Date	Balance in Cash	Encumbrances	Project Budget Balance	Comments
	POLICE RANGE TRAINING (SHOOT HOUSE)		-	-	-	-	
FACI2201-2022COBOND	FIRE BOAT HOUSE AND LIFT PROJECT	600,000	149,038	450,962	20,205	430,757	
FACI2204-2022COBOND	FIRE STATION #2 REPLACEMENT	1,700,000	1,338,442	361,558	348,366	13,192	
FACI2310-2022COBOND	FACILITY ADA COMPLIANCE	563,158	436,331	126,827	126,828	(0)	
	ART LEAGUE BUILDING RENOVATION	22,654	22,654	-	-	-	
FACI2499-2022COBOND	FACILITY IMPROVEMENTS	416,842	416,842	-	-	-	
	PELLY & BARKALOO SHADE	166,594	166,594	-	-	-	
RDWY2005-2022COBOND	MARKET STREET REVITALIZATION	7,394,010	223,902	7,170,108	58,825	7,111,283	
RDWY2202-2022COBOND	W. BAKER FROM GARTH RD TO DECKER	500,000	477,766	22,234		22,234	
RDWY2204-2022COBOND	NEIGHBORHOOD STREET RECONSTRUCTION OF LANTERN PARK, DOLPHIN HARBOR, CANVAS BACK CAY	599,615	319,893	279,722	259,982	19,740	
RDWY1904-COBOND	ALLEN/EDGEBROOK/NARC/COL	681,215	506,586	174,629	-	174,629	
RDWY2302-2022COBOND	N. MAIN ST. PAVEMENT PRESERVATION PH- II	2,114,382	2,114,382	-	-	-	
RDWY2010-2022COBOND	SIDEWALK MASTER PLAN IMPLEMENTATION	100,000	-	100,000	36,556	63,445	
RDWY2401-2022COBOND	OAK LEAF STREET RECONSTRUCTION	50,000	-	50,000	-	50,000	
TRFC2106-2022COBOND	IH-10 INTERSECTION IMPROVEMENTS	1,159,000	194,206	964,794	963,288	1,506	
RDWY2501-2022COBOND	IH-10 ON AND OFF RAMPS	2,474,923	1,974,923	500,000	-	500,000	
FACI2506-2022COBOND	COMMUNITY CENTER ROOF REPAIRS PROJECT	970,000	970,000	-	(0)	0	
TRFC2101-2022COBOND	ANNUAL SIGNAL MODERNIZATION PROJECT	200,001	*200,001*	-	(0)	0	
RDWY1901-2022COBOND	GARTH RD RECONSTRUCTION	6,425,333	217,959	6,207,374	6,032,242	175,132	Including $3,738,049.33 - future years FY27 & FY28
RDWY2602-2022COBOND	PEDESTRIAN IMPROVEMENTS ALONG TRI C	404,866	5,432	399,434	399,434	-	
	Not allocated	*1,271,810*		*1,271,810*	-	*1,271,810*	
		27,814,403	**9,734,952**	**18,079,451**	**8,245,724**	**9,833,727**	
		-					
		Remaining Cash	**18,079,451**	-			

BOND FUNDED PROJECT REPORT

BOND FUNDED PROJECT REPORT
For the period ended on:
April 4, 2026

2024 Cetificates of Obligation (Fund 354/4116) General Fund		
Facilities & Transportation Projects	**Par Amount**	14,055,000
	Net Premium	1,109,155
	Transfer In	-
	Interest Earned as of date	1,071,344
	Issuance Cost	(429,282)
	Aribitrage Liab	(234,873)
	Aribitrage Expense	-
	Total Bond Fund	**15,571,344**

Munis	Project Name	Project Budget Allocation	Expenditures to Date	Balance in Cash	Encumbrances	Project Budget Balance	Comments
FACI2304-2024COFACI	ENVIRONMENTAL HEALTH DEPT BLDG 3	3,000,000	1,119,787	1,880,213	629,967	1,250,246	
FACI2499-2024COFACI	FACILITY IMPROVEMENTS	1,295,000	560,908	734,092	734,043	49	
RDWY1901-2024COSTRT	GARTH RD RECONSTRUCTION	4,100,000	-	4,100,000	3,871,430	228,570	Including $3,461,089.83 Future Years Encumbrance
RDWY2005-20024COSTRT	MARKET STREET REVITALIZATION	3,500,000	564,474	2,935,526	373,750	2,561,776	
RDWY2011-2024COSTRT	ANNUAL RENEWAL OF ASPHALT STREETS	2,000,000	1,975,000	25,000	(0)	25,000	
FACI2506-2024COFACI	COMMUNITY CENTER ROOF REPAIRS PROJECT	83,085	38,865	44,220	-	44,220	
FACI2507-2024COFACI	CITY HALL ROOF RECOAT PROJECT	196,915	196,195	720	-	720	
FACI2509-2024COFACI	PWE ROOF REPAIRS	425,000	369,577	55,423	(0)	55,423	
PARK2503-2024COFACI	BNC PIER RESTORATION	388,000	-	388,000	-	388,000	
FACI2802-2024COFACI	MOSQUITOS CONTROL BUILDING RENOVATION	512,714	-	512,714	-	512,714	
	Not allocated	*70,630*		*70,630*	-	*70,630*	
		15,571,344	**4,824,806**	**10,746,538**	**5,609,190**	**5,137,347**	
		-					
		Remaining Cash	**10,746,538**				

BOND FUNDED PROJECT REPORT

BOND FUNDED PROJECT REPORT
For the period ended on:
April 4, 2026

2025 Cetificates of Obligation (Fund 4117) General Fund		
Facilities & Transportation Projects	**Par Amount**	17,245,000
	Net Premium	680,558
	Transfer In	-
	Interest Earned as of date	297,664
	Issuance Cost	(425,109)
	Aribitrage Liab	
	Aribitrage Expense	-
	Total Bond Fund	**17,798,113**

Munis	Project Name	Project Budget Allocation	Expenditures to Date	Balance in Cash	Encumbrances	Project Budget Balance	Comments
RDWY1901-2025COSTRT-	GARTH RD RECONSTRUCTION	4,000,000	6,165	3,993,835	1,511,467	2,482,368	
FACI2204-2025COFACI-	FIRE STATION 2 REPLACEMENT	13,500,000	60,049	13,439,951	11,300,264	2,139,687	
	Not allocated	298,113		298,113		298,113	
		17,798,113	**66,214**	**17,731,899**	**12,811,731**	**4,920,168**	
		-					
		Remaining Cash	**17,731,899**				

BOND FUNDED PROJECT REPORT

BOND FUNDED PROJECT REPORT
For the period ended on:
April 4, 2026

2024 Cetificates of Obligation (Fund 506/4513) STORM WATER		
Drainage Projects	**Par Amount**	16,992,786
	Net Premium	-
	Transfer In	-
	Interest Earned as of date	503,240
	Issuance Cost	(182,193)
	Aribitrage Liab	(114,262)
	Aribitrage Expense	-
	Total Bond Fund	**17,199,571**

Munis	Project Name	Project Budget Allocation	Expenditures to Date	Balance in Cash	Encumbrances	Project Budget Balance	Comments
DRAI2001-2024STORMW	WEST TX AVE DRAINAGE IMPROVEMENTS	785,643	-	785,643	785,643	-	
DRAI2002-2024STORMW	SOUTH MAIN & REPUBLIC DRAINAGE IMP	3,834,163	472,712	3,361,451	-	3,361,451	
	DANUBINA AREA DRAINAGE IMPROVEMENTS	5,640,787	5,640,787	-	-	-	
	WEST BAYTOWN DRAINAGE IMPROVEMENTS	4,156,474	4,156,474	-	-	-	
	CEDAR BAYOU LYNCHBURG	1,550,000	1,550,000	-	-	-	
	Not allocated	*1,232,504*		*1,232,504*		*1,232,504*	
		17,199,571	**11,819,972**	**5,379,599**	**785,643**	**4,593,956**	
		-					
		Remaining Cash	**5,379,599**				

BOND FUNDED PROJECT REPORT

BOND FUNDED PROJECT REPORT
For the period ended on:
April 4, 2026

2024 Cetificates of Obligation (Fund 547/4512) WATER & SEWER

W & S Projects	**Par Amount**	20,097,326
	Net Premium	-
	Transfer In	-
	Interest Earned as of date	1,242,428
	Issuance Cost	(226,471)
	Aribitrage Liab	(141,818)
	Aribitrage Expense	-
	Total Bond Fund	**20,971,465**

Munis	Project Name	Project Budget Allocation	Expenditures to Date	Balance in Cash	Encumbrances	Project Budget Balance	Comments
LFST2001-2024COWAST	IH-10 LIFT STATION IMPROVEMENTS	2,000,000	771,719	1,228,281	5,175	1,223,106	
LFST2301-2024COWAST	ABBE ADDITONAL LIFT STATION	1,100,000	188,808	911,192	66,807	844,385	
SEWR2203-2024COWAST	TRUNKLINE SEWER EVAL AND REHAB	1,500,000	1,500,000	-	0	(0)	
WWTP2202-2024COWAST	WDWWT PLANT 1 REHAB	900,000	669,445	230,555	163,655	66,900	
WWTP2302-2024COWAST	WWTP & LS SCADA UPGRADES	4,000,000	3,839,695	160,305	160,305	-	
WWTP2304-2024COWAST	WDWWTP OPS BLDG UPGRADES	3,500,000	1,734,293	1,765,707	1,122,997	642,710	
WWTP2602-2024COWAST	CDWWTP EQUIP AND OPS EFFICIENCY IMPR	987,000	138,825	848,175	557,821	290,354	
WATR2101-2024COWATR	TRANSITE PIPE WATER LINE -BAYWAY	700,000	-	700,000	-	700,000	
WATR2303-2024COWATR	WATER METER REPLACEMENT PROGRAM	2,121,019	1,874,225	246,794	227,250	19,544	
WATR2304-2024COWATR	LEAD SERVICE LINE REPLACEMENT	363,000	361,768	1,232	-	1,232	
WATR2402-2024COWATR	FACILITY CRITICAL GENERATORS (LOC MATCH)	120,855	-	120,855	-	120,855	
	Not allocated	*3,679,591*		*3,679,591*		3,679,591	
		20,971,465	**11,078,779**	**9,892,686**	**2,304,010**	**7,588,676**	
		-					
		Remaining Cash	**9,892,686**				

BOND FUNDED PROJECT REPORT

BOND FUNDED PROJECT REPORT
For the period ended on:
April 4, 2026

2025 Cetificates of Obligation (Fund 547/4514) WATER & SEWER		
W & S Projects	**Par Amount**	67,098,530
	Net Premium	
	Transfer In	-
	Interest Earned as of date	1,114,095
	Issuance Cost	(1,596,734)
	Aribitrage Liab	(224,044)
	Total Bond Fund	**66,391,846**

Munis	Project Name	Project Budget Allocation	Expenditures to Date	Balance in Cash	Encumbrances	Project Budget Balance	Comments
LFST2001-2025COSEWR-	IH-10 LIFT STATION #1 IMPROV	19,728,887	-	19,728,887	-	19,728,887	
LFST2102-2025COSEWR-	TEXAS AVENUE LIFT STATION IMPROVEME	13,500,000	-	13,500,000	-	13,500,000	
LFST2103-2025COSEWR-	ANNUAL LIFT STATION REHAB PROG	500,000	-	500,000	-	500,000	
LFST2501-2025COSEWR-	IH-10 LIFT STATION #2 FM &GRAV	3,700,000	-	3,700,000	-	3,700,000	
RDWY1901-2025COSEWR-	GARTH RD UTILITY RELOCATION	7,560,000	-	7,560,000	-	7,560,000	
WATR2101-2025COWATR-	TRANSITE PIPE WATER LINE REPLACEMEN	1,100,000	142,598	957,402	834,758	122,644	
WATR2201-2025COWATR-	TRANSITE PIPE WL REPLCMNT PROG	350,000	-	350,000	-	350,000	
WATR2304-2025COWATR-	LEAD SERVICE LINE REPLACEMENT	400,000	-	400,000	-	400,000	
WATR2801-2025COWATR-	NEIGHBORHOOD WATERLINE AREA- MORREL	1,500,000	-	1,500,000	-	1,500,000	
WWTP2202-2025COWWTP-	WDWWTP PLANT ONE REHABILITATIO	9,500,000	-	9,500,000	-	9,500,000	
WWTP2507-2025COWWTP-	ELECTRIC UPGR-MCC&WDWWTP SCADA	2,198,208	-	2,198,208	-	2,198,208	
WATR2303-2025BONDUB-	WATER METER REPLACEMENT	5,240,656	2,971,329	2,269,327	(0)	2,269,327	
	Not allocated	*1,114,095*	-	*1,114,095*	-	*1,114,095*	
		66,391,846	**3,113,927**	**63,277,920**	**834,758**	**62,443,162**	
		-					
		Remaining Cash	**63,277,920**				

BOND FUNDED PROJECT REPORT

BOND FUNDED PROJECT REPORT
For the period ended on:
April 4, 2026

2024 Cetificates of Obligation (Fund 548/3542) BAWA		
BAWA Projects	**Par Amount**	23,929,401
	Net Premium	-
	Transfer In	-
	Interest Earned as of date	1,255,035
	Issuance Cost	(429,401)
	Aribitrage Liab	(449,448)
	Aribitrage Expense	-
	Total Bond Fund	**24,305,588**

Munis	Project Name	Project Budget Allocation	Expenditures to Date	Balance in Cash	Encumbrances	Project Budget Balance	Comments
BAWA2103-2024REVBOND	BAWA RAW WATER REHAB	13,500,000	2,530,529	10,969,471	8,414,118	2,555,354	
BAWA2401-2024REVBOND	BAWA EAST SURFACE WATER PLANT PH-2 EXP	10,000,000	7,475,509	2,524,491	2,494,778	29,713	
	Not allocated	*805,588*		*805,588*		805,588	
		24,305,588	**10,006,038**	**14,299,550**	**10,908,895**	**3,390,655**	
		-					
		Remaining Cash	**14,299,550**				

BOND FUNDED PROJECT REPORT

BOND FUNDED PROJECT REPORT
For the period ended on:
April 4, 2026

2024 Cetificates of Obligation (Fund 274/3441) TIRZ		
Drainage Project	**Par Amount**	7,025,000
	Net Premium	554,502
	Transfer In	-
	Interest Earned as of date	587,651
	Issuance Cost	(79,502)
	Aribitrage Expense	-
	Total Bond Fund	**8,087,651**

Munis	Project Name	Project Budget Allocation	Expenditures to Date	Balance in Cash	Encumbrances	Project Budget Balance	Comments
DRAI2209-2024COBOND	SAN JACINTO REGIONAL DETENTION CENTER	7,500,000	288,072	7,211,928	168,578	7,043,350	
	Not allocated	*587,651*		*587,651*		587,651	
		8,087,651	**288,072**	**7,799,579**	**168,578**	**7,631,001**	
		-					
		Remaining Cash	**7,799,579**				

UNSPENT BOND FUNDS TOTALS	**157,600,832**
FUNDS ALLOCATED IN PROJECTS	147,000,670
FUNDS PENDING TO BE ALLOCATED	***10,600,161***

BOND FUNDED PROJECT REPORT (BY PROJECT)
For the period ended on:
April 4, 2026

Project Name / Bond	Project Budget	Expenditures to Date	Balance in Cash	Encumbrances	Project Budget Balance
IH-10 LIFT STATION #1 IMPROV	**19,728,887**	**-**	**19,728,887**	**-**	**19,728,887**
2025CO WWIS	19,728,887	-	19,728,887	-	19,728,887
ABBE ADDITONAL LIFT STATION	**1,100,000**	**188,808**	**911,192**	**66,807**	**844,385**
2024CO WWIS	1,100,000	188,808	911,192	66,807	844,385
ALLEN/EDGEBROOK/NARC/COL	**10,066,232**	**9,891,603**	**174,629**	**-**	**174,629**
2020CO GOIS	9,385,017	9,385,017	-	-	-
2022CO GOIS	681,215	506,586	174,629	-	174,629
ANNUAL LIFT STATION REHAB PROG	**500,000**	**-**	**500,000**	**-**	**500,000**
2025CO WWIS	500,000	-	500,000	-	500,000
ANNUAL RENEWAL OF ASPHALT STREETS	**2,000,000**	**1,975,000**	**25,000**	**(0)**	**25,000**
2024CO GOIS	2,000,000	1,975,000	25,000	(0)	25,000
ANNUAL SIGNAL MODERNIZATION PROJECT	**200,001**	**200,001**	**-**	**(0)**	**0**
2022CO GOIS	200,001	200,001	-	(0)	0
ART LEAGUE BUILDING RENOVATION	**22,654**	**22,654**	**-**	**-**	**-**
2022CO GOIS	22,654	22,654	-	-	-
BAKER ROAD LIFT STATION	**5,182,420**	**4,932,797**	**249,623**	**102**	**249,521**
2020CO GOIS	5,182,420	4,932,797	249,623	102	249,521
BAWA EAST SURFACE WATER PLANT PH-2 EXP	**10,000,000**	**7,475,509**	**2,524,491**	**2,494,778**	**29,713**
2024REV BOND BAWA	10,000,000	7,475,509	2,524,491	2,494,778	29,713
BAWA RAW WATER REHAB	**13,500,000**	**2,530,529**	**10,969,471**	**8,414,118**	**2,555,354**
2024REV BOND BAWA	13,500,000	2,530,529	10,969,471	8,414,118	2,555,354
BLUEBILL AND ANGELFISH	**-**	**-**	**-**	**-**	**-**
2020CO GOIS	-	-	-	-	-
BLUEBILL BAY & ANGELFISH- RW2002	**153,574**	**153,574**	**-**	**(0)**	**0**
2017CO GOIS	153,574	153,574	-	(0)	0
BNC PIER RESTORATION	**388,000**	**-**	**388,000**	**-**	**388,000**
2024CO GOIS	388,000	-	388,000	-	388,000
CDWWTP EQUIP AND OPS EFFICIENCY IMPR	**987,000**	**138,825**	**848,175**	**557,821**	**290,354**
2024CO WWIS	987,000	138,825	848,175	557,821	290,354
CEDAR BAYOU LYNCHBURG	**1,550,000**	**1,550,000**	**-**	**-**	**-**

BOND FUNDED PROJECT REPORT (BY PROJECT)
For the period ended on:
April 4, 2026

Project Name	Bond	Project Budget	Expenditures to Date	Balance in Cash	Encumbrances	Project Budget Balance
CEDAR BAYOU LY	2024CO STORMW	1,550,000	1,550,000	-	-	-
CHAMBERS COMMONS		**4,180,585**	**3,868,377**	**312,207**	**159,507**	**152,700**
	2020CO GOIS	4,180,585	3,868,377	312,207	159,507	152,700
CITY HALL ROOF RECOAT PROJECT		**196,915**	**196,195**	**720**	**-**	**720**
	2024CO GOIS	196,915	196,195	720	-	720
COMMUNITY CENTER ROOF REPAIRS PROJECT		**1,053,085**	**1,008,865**	**44,220**	**(0)**	**44,220**
	2022CO GOIS	970,000	970,000	-	(0)	0
	2024CO GOIS	83,085	38,865	44,220	-	44,220
CONNALLY ANNEXATION UTILI		**2,687,391**	**2,687,391**	**-**	**-**	**-**
	2020CO GOIS	2,687,391	2,687,391	-	-	-
CRAIGMONT LIFT STATION		**622,892**	**622,892**	**-**	**-**	**-**
	2019CO WWIS	622,892	622,892	-	-	-
DANUBINA AREA DRAINAGE IMPROVEMENTS		**5,640,787**	**5,640,787**	**-**	**-**	**-**
	2024CO STORMW	5,640,787	5,640,787	-	-	-
EDWWTP PHASE 1 REHABILLIATION		**4,525,066**	**735,291**	**3,789,775**	**3,789,488**	**287**
	2019CO WWIS	4,525,066	735,291	3,789,775	3,789,488	287
EDWWTP PHASE 2 REHABILLIATION		**1,800,001**	**588,594**	**1,211,407**	**1,211,407**	**-**
	2019CO WWIS	1,800,001	588,594	1,211,407	1,211,407	-
ELECTRIC UPGR-MCC&WDWWTP SCADA		**2,198,208**	**-**	**2,198,208**	**-**	**2,198,208**
	2025CO WWIS	2,198,208	-	2,198,208	-	2,198,208
ENVIRONMENTAL HEALTH DEPT BLDG 3		**3,000,000**	**1,119,787**	**1,880,213**	**629,967**	**1,250,246**
	2024CO GOIS	3,000,000	1,119,787	1,880,213	629,967	1,250,246
FACILITY ADA COMPLIANCE		**563,158**	**436,331**	**126,827**	**126,828**	**(0)**
	2022CO GOIS	563,158	436,331	126,827	126,828	(0)
FACILITY CRITICAL GENERATORS (LOC MATCH)		**120,855**	**-**	**120,855**	**-**	**120,855**
	2024CO WWIS	120,855	-	120,855	-	120,855
FACILITY IMPROVEMENTS		**1,711,842**	**977,750**	**734,092**	**734,043**	**49**
	2022CO GOIS	416,842	416,842	-	-	-
	2024CO GOIS	1,295,000	560,908	734,092	734,043	49
FAIRWAY DRIVE RW2003		**358,086**	**358,086**	**-**	**-**	**-**
	2017CO GOIS	358,086	358,086	-	-	-

BOND FUNDED PROJECT REPORT (BY PROJECT)
For the period ended on:
April 4, 2026

Project Name	Bond	Project Budget	Expenditures to Date	Balance in Cash	Encumbrances	Project Budget Balance
FIRE BOAT HOUSE AND LIFT PROJECT		**600,000**	**149,038**	**450,962**	**20,205**	**430,757**
2022CO GOIS		600,000	149,038	450,962	20,205	430,757
FIRE STATION #2 REPLACEMENT		**1,700,000**	**1,338,442**	**361,558**	**348,366**	**13,192**
2022CO GOIS		1,700,000	1,338,442	361,558	348,366	13,192
FIRE STATION 2 REPLACEMENT		**13,500,000**	**60,049**	**13,439,951**	**11,300,264**	**2,139,687**
2025CO GOIS		13,500,000	60,049	13,439,951	11,300,264	2,139,687
FLAMINGO BITE/EGRET CANAL		**-**	**-**	**-**	**-**	**-**
2020CO GOIS		-	-	-	-	-
GARTH RD GRANT MATCH		**138,774**	**138,774**	**-**	**-**	**-**
2017CO GOIS		138,774	138,774	-	-	-
GARTH RD IMPROVEMENTS		**1,730,928**	**1,557,549**	**173,380**	**173,380**	**0**
2017CO GOIS		1,730,928	1,557,549	173,380	173,380	0
GARTH RD RECONSTRUCTION		**29,189,690**	**12,319,809**	**16,869,882**	**13,983,812**	**2,886,069**
2020CO GOIS		14,664,357	12,095,684	2,568,673	2,568,673	-
2022CO GOIS		6,425,333	217,959	6,207,374	6,032,242	175,132
2024CO GOIS		4,100,000	-	4,100,000	3,871,430	228,570
2025CO GOIS		4,000,000	6,165	3,993,835	1,511,467	2,482,368
GARTH RD UTILITY RELOCATION		**7,560,000**	**-**	**7,560,000**	**-**	**7,560,000**
2025CO WWIS		7,560,000	-	7,560,000	-	7,560,000
GOOSE CREEK LIFT STATION		**5,694,007**	**5,544,914**	**149,093**	**102,154**	**46,939**
2019CO WWIS		5,694,007	5,544,914	149,093	102,154	46,939
HUNT RD - HEB TO N. MAIN		**8,308,031**	**8,308,031**	**-**	**-**	**-**
2017CO GOIS		8,308,031	8,308,031	-	-	-
HUNT-SAN JAC TO JHN MARTN		**281,832**	**281,832**	**-**	**-**	**-**
2017CO GOIS		281,832	281,832	-	-	-
I-1O ON & OFF RAMPS		**3,683,402**	**3,683,402**	**-**	**-**	**-**
2017CO GOIS		3,683,402	3,683,402	-	-	-
IH-10 INTERSECTION IMPROVEMENTS		**1,159,000**	**194,206**	**964,794**	**963,288**	**1,506**
2022CO GOIS		1,159,000	194,206	964,794	963,288	1,506
IH-10 LIFT STATION #2 FM &GRAV		**3,700,000**	**-**	**3,700,000**	**-**	**3,700,000**

BOND FUNDED PROJECT REPORT (BY PROJECT)
For the period ended on:
April 4, 2026

Project Name	Bond	Project Budget	Expenditures to Date	Balance in Cash	Encumbrances	Project Budget Balance
IH-10 LIFT STATIC	2025CO WWIS	3,700,000	-	3,700,000	-	3,700,000
IH-10 LIFT STATION IMPROVEMENTS		**2,000,000**	**771,719**	**1,228,281**	**5,175**	**1,223,106**
2024CO WWIS		2,000,000	771,719	1,228,281	5,175	1,223,106
IH-10 ON AND OFF RAMPS		**2,474,923**	**1,974,923**	**500,000**	**-**	**500,000**
2022CO GOIS		2,474,923	1,974,923	500,000	-	500,000
LEAD SERVICE LINE REPLACEMENT		**763,000**	**361,768**	**401,232**	**-**	**401,232**
2024CO WWIS		363,000	361,768	1,232	-	1,232
2025CO WWIS		400,000	-	400,000	-	400,000
LINCOLN CEDARS & JULIE AN		**436,142**	**436,142**	**-**	**-**	**-**
2020CO GOIS		436,142	436,142	-	-	-
MAIN STREET CONCRETE PRES		**1,955,734**	**1,955,734**	**-**	**-**	**-**
2017CO GOIS		1,955,734	1,955,734	-	-	-
MARKET STREET REVITALIZATION		**10,894,010**	**788,376**	**10,105,634**	**432,575**	**9,673,059**
2022CO GOIS		7,394,010	223,902	7,170,108	58,825	7,111,283
2024CO GOIS		3,500,000	564,474	2,935,526	373,750	2,561,776
MOSQUITOS CONTROL BUILDING RENOVATION		**512,714**	**-**	**512,714**	**-**	**512,714**
2024CO GOIS		512,714	-	512,714	-	512,714
N. MAIN ST. PAVEMENT PRESERVATION PH- II		**2,114,382**	**2,114,382**	**-**	**-**	**-**
2022CO GOIS		2,114,382	2,114,382	-	-	-
NEIGHBORHOOD STREET RECONSTRUCTION OF LANTERN PARK, D		**599,615**	**319,893**	**279,722**	**259,982**	**19,740**
2022CO GOIS		599,615	319,893	279,722	259,982	19,740
NEIGHBORHOOD WATERLINE AREA- MORREL		**1,500,000**	**-**	**1,500,000**	**-**	**1,500,000**
2025CO WWIS		1,500,000	-	1,500,000	-	1,500,000
OAK LEAF STREET RECONSTRUCTION		**50,000**	**-**	**50,000**	**-**	**50,000**
2022CO GOIS		50,000	-	50,000	-	50,000
PEDESTRIAN IMPROVEMENTS ALONG TRI C		**404,866**	**5,432**	**399,434**	**399,434**	**-**
2022CO GOIS		404,866	5,432	399,434	399,434	-
PELLY & BARKALOO SHADE		**166,594**	**166,594**	**-**	**-**	**-**
2022CO GOIS		166,594	166,594	-	-	-

BOND FUNDED PROJECT REPORT (BY PROJECT)
For the period ended on:
April 4, 2026

Project Name Bond	Project Budget	Expenditures to Date	Balance in Cash	Encumbrances	Project Budget Balance
POLICE RANGE TRAINING (SHOOT HOUSE)		**-**	**-**	**-**	**-**
2022CO GOIS		-	-	-	-
PWE ROOF REPAIRS	**425,000**	**369,577**	**55,423**	**(0)**	**55,423**
2024CO GOIS	425,000	369,577	55,423	(0)	55,423
RECONSTRUCTION OF FAIRWAY	**2,407,684**	**2,407,684**	**-**	**-**	**-**
2020CO GOIS	2,407,684	2,407,684	-	-	-
RECONSTRUCTION OF SAVELL	**3,115,819**	**3,115,819**	**-**	**-**	**-**
2020CO GOIS	3,115,819	3,115,819	-	-	-
REHAB PROJECTS	**406,029**	**406,029**	**-**	**-**	**-**
2019CO WWIS	406,029	406,029	-	-	-
RIGHT TURN LANES	**185,383**	**185,383**	**-**	**-**	**-**
2017CO GOIS	185,383	185,383	-	-	-
ROLLINGBROOK	**2,910,809**	**2,910,809**	**-**	**-**	**-**
2017CO GOIS	2,910,809	2,910,809	-	-	-
SAN JACINTO BLVD - PHS 2	**888,339**	**888,339**	**-**	**-**	**-**
2017CO GOIS	888,339	888,339	-	-	-
SAN JACINTO REGIONAL DETENTION CENTER	**7,500,000**	**288,072**	**7,211,928**	**168,578**	**7,043,350**
2024CO TIRZ	7,500,000	288,072	7,211,928	168,578	7,043,350
SAVELL DRIVE RW2004	**210,173**	**210,173**	**-**	**-**	**-**
2017CO GOIS	210,173	210,173	-	-	-
SIDEWALK MASTER PLAN IMPLEMENTATION	**100,000**	**-**	**100,000**	**36,556**	**63,445**
2022CO GOIS	100,000	-	100,000	36,556	63,445
SIGNAL STONEHDG & BUSH	**-**	**-**	**-**	**-**	**-**
2017CO GOIS	-	-	-	-	-
SJOLANDER/CROSBY CEDAR B	**6,172,726**	**6,164,226**	**8,500**	**3,400**	**5,100**
2019CO WWIS	6,172,726	6,164,226	8,500	3,400	5,100
SOUTH MAIN & REPUBLIC DRAINAGE IMP	**3,834,163**	**472,712**	**3,361,451**	**-**	**3,361,451**
2024CO STORMW	3,834,163	472,712	3,361,451	-	3,361,451
TEXAS AVENUE LIFT STATION IMPROVEME	**13,500,000**	**-**	**13,500,000**	**-**	**13,500,000**
2025CO WWIS	13,500,000	-	13,500,000	-	13,500,000

BOND FUNDED PROJECT REPORT (BY PROJECT)
For the period ended on:
April 4, 2026

Project Name / Bond	Project Budget	Expenditures to Date	Balance in Cash	Encumbrances	Project Budget Balance
TRANSITE PIPE WATER LINE -BAYWAY	**700,000**	**-**	**700,000**	**-**	**700,000**
2024CO WWIS	700,000	-	700,000	-	700,000
TRANSITE PIPE WATER LINE REPLACEMEN	**1,100,000**	**142,598**	**957,402**	**834,758**	**122,644**
2025CO WWIS	1,100,000	142,598	957,402	834,758	122,644
TRANSITE PIPE WL REPLCMNT PROG	**350,000**	**-**	**350,000**	**-**	**350,000**
2025CO WWIS	350,000	-	350,000	-	350,000
TRUNKLINE SEWER EVAL AND REHAB	**1,500,000**	**1,500,000**	**-**	**0**	**(0)**
2024CO WWIS	1,500,000	1,500,000	-	0	(0)
W. BAKER FROM GARTH RD TO DECKER	**500,000**	**477,766**	**22,234**		**22,234**
2022CO GOIS	500,000	477,766	22,234		22,234
W. CEDAR BAYOU LYNCHBURG WIDENING	**390,774**		**390,774**	**-**	**390,774**
2019CO WWIS	390,774		390,774	-	390,774
WATER METER REPLACEMENT	**5,240,656**	**2,971,329**	**2,269,327**	**(0)**	**2,269,327**
2025CO WWIS	5,240,656	2,971,329	2,269,327	(0)	2,269,327
WATER METER REPLACEMENT PROGRAM	**2,121,019**	**1,874,225**	**246,794**	**227,250**	**19,544**
2024CO WWIS	2,121,019	1,874,225	246,794	227,250	19,544
WDWWT PLANT 1 REHAB	**900,000**	**669,445**	**230,555**	**163,655**	**66,900**
2024CO WWIS	900,000	669,445	230,555	163,655	66,900
WDWWTP OPS BLDG UPGRADES	**3,500,000**	**1,734,293**	**1,765,707**	**1,122,997**	**642,710**
2024CO WWIS	3,500,000	1,734,293	1,765,707	1,122,997	642,710
WDWWTP PLANT ONE REHABILITATIO	**9,500,000**	**-**	**9,500,000**	**-**	**9,500,000**
2025CO WWIS	9,500,000	-	9,500,000	-	9,500,000
WEST BAYTOWN DRAINAGE IMPROVEMENTS	**4,156,474**	**4,156,474**	**-**	**-**	**-**
2024CO STORMW	4,156,474	4,156,474	-	-	-
WEST TX AVE DRAINAGE IMPROVEMENTS	**785,643**	**-**	**785,643**	**785,643**	**-**
2024CO STORMW	785,643	-	785,643	785,643	-
WWTP & LS SCADA UPGRADES	**4,000,000**	**3,839,695**	**160,305**	**160,305**	**-**
2024CO WWIS	4,000,000	3,839,695	160,305	160,305	-
Not allocated	**10,600,161**	**-**	**10,600,161**	**-**	**10,600,161**

BOND FUNDED PROJECT REPORT (BY PROJECT)
For the period ended on:
April 4, 2026

Project Name	Bond	Project Budget	Expenditures to Date	Balance in Cash	Encumbrances	Project Budget Balance
Not allocated	2019CO WWIS	744,836		744,836		744,836
	2020CO GOIS	795,342		795,342		795,342
	2022CO GOIS	1,271,810		1,271,810	-	1,271,810
	2024CO GOIS	70,630		70,630	-	70,630
	2024CO STORMW	1,232,504		1,232,504		1,232,504
	2024CO TIRZ	587,651		587,651		587,651
	2024CO WWIS	3,679,591		3,679,591		3,679,591
	2024REV BOND BAWA	805,588		805,588		805,588
	2025CO GOIS	298,113		298,113		298,113
	2025CO WWIS	1,114,095	-	1,114,095	-	1,114,095
Grand Total		**282,156,136**	**124,555,305**	**157,600,832**	**49,676,641**	**107,924,191**

Taylor.Khoury

From: Taylor.Khoury
Sent: Tuesday, February 25, 2025 5:35 PM
To: Lianette.Leon
Cc: Frank.Simoneaux; Michael.Leech
Subject: Re: Funding for EDWWTP Phase 2

Thank you so much!

Sent from my iPhone

On Feb 25, 2025, at 4:46 PM, Lianette.Leon <Lianette.Leon@baytown.org> wrote:

I will create the line today. Then you can request the transfer.

From: Taylor.Khoury
Sent: Tuesday, February 25, 2025 4:01 PM
To: Lianette.Leon <Lianette.Leon@baytown.org>; Frank.Simoneaux <Frank.Simoneaux@baytown.org>
Cc: Michael.Leech <Michael.Leech@baytown.org>
Subject: RE: Funding for EDWWTP Phase 2
Importance: High

Lia,
In our below email, PWE is recommending the use of $1.8M of the funds in the 2019 Bond currently available under SEWR2001 to support an upcoming agenda item for WWTP2101- EDWWTP Phase 2. Currently, WWTP2002- EDWWTP Phase 1 is also included in the 2019 bond, but WWTP2101-EDWWTP Phase 2 that intends the use of these funds is not. WWTP2101 currently has grant funds only.

Would it be possible for us to add a line for WWTP2101-EDWWTP into the 2019 bond? If this is a possibility, we can easily do a budget transfer from SEWR2001 to WWTP2101.
We'll need to provide account numbers to route the agenda item by the deadline tomorrow. Please let us know if this is a feasible route of action per finance.

Thanks,

<image001.png>
Taylor Khoury
Business and Asset Manager
Public Works and Engineering | City of Baytown
2123 Market Street, Baytown, Texas 77520
Office: 281-420-5845 Cell: 832-707-2805
Check out the latest Baytown Voice magazine!

From: Lianette.Leon
Sent: Monday, February 24, 2025 2:02 PM
To: Frank.Simoneaux <Frank.Simoneaux@baytown.org>
Cc: Sterling.Beaver <Sterling.Beaver@baytown.org>; Enrique.Villa <Enrique.Villa@baytown.org>; Taylor.Khoury <Taylor.Khoury@baytown.org>; Millie.Velazquez <Millie.Velazquez@baytown.org>; Michael.Leech <Michael.Leech@baytown.org>; Brant.Gary <Brant.Gary@baytown.org>
Subject: RE: Funding for EDWWTP Phase 2

Thank you Frank. I have sent the bond projects report to Millie and Taylor today for their review. I will update this numbers.

From: Frank.Simoneaux
Sent: Monday, February 24, 2025 12:23 PM
To: Lianette.Leon <Lianette.Leon@baytown.org>
Cc: Sterling.Beaver <Sterling.Beaver@baytown.org>; Enrique.Villa <Enrique.Villa@baytown.org>; Taylor.Khoury <Taylor.Khoury@baytown.org>; Millie.Velazquez <Millie.Velazquez@baytown.org>; Michael.Leech <Michael.Leech@baytown.org>; Brant.Gary <Brant.Gary@baytown.org>
Subject: RE: Funding for EDWWTP Phase 2

Lia,

We are recommending Option 1 to use the maximum amount of existing bond funds. Let us know if this is acceptable.
As of today 2/25/25, we are recommending option 3. TK.

Sincerely,

<image004.png>
Frank O. Simoneaux, Jr., P.E.
Director
Department of Public Works & Engineering | City of Baytown
2123 Market Street, Baytown, Texas 77520
Office: 281-420-5312 | Cell: 832-514-9163
Customer Service 281-420-5300

From: Taylor.Khoury
Sent: Monday, February 24, 2025 11:46 AM
To: Frank.Simoneaux <Frank.Simoneaux@baytown.org>; Michael.Leech <Michael.Leech@baytown.org>; Enrique.Villa <Enrique.Villa@baytown.org>
Cc: Lianette.Leon <Lianette.Leon@baytown.org>; Sterling.Beaver <Sterling.Beaver@baytown.org>; Millie.Velazquez <Millie.Velazquez@baytown.org>
Subject: RE: Funding for EDWWTP Phase 2
Importance: High

All,
Please see current proposed funding solutions for discussion amongst PWE, Finance, and CM Office:

WWTP2101- EDWWTP Phase 2
Current Available budget: $27,610,043.48 (all grant funds)
Bid Received: $38,885,750.00
Shortage: $11,275,707

Proposed Funding Gap Solution 1:
Use $2,357,575.24 2019 Bond funds from SEWR2001- Sjolander/Crosby Annexation Utilities (*WWTP2001 EDWWTP Phase 1* is also in this 2019 bond)
Use available impact fee fund balance of $7,767,000 (finance to confirm if this is the exact amount available after January 25 Impact fees amendment and the $233K transfer into WWTP2502)
Transfer the remaining $1,151,132 from the FY25 Impact Fees budget allocation in LFST2001 ($7.7M was the FY25 budget allocation for LFST2001)

Proposed Funding Gap Solution 2:
Use available impact fee fund balance of $7,767,000 (finance to confirm if this is the exact amount available after January 25 Impact fees amendment and the $233K transfer into WWTP2502)
Transfer the remaining $3,508,707 from the FY25 Impact Fees budget allocation in LFST2001 ($7.7M was the FY25 budget allocation for LFST2001)

Proposed Funding Gap Solution 3:
Use $1,800,000 of 2019 Bond funds from SEWR2001- Sjolander/Crosby Annexation Utilities (*WWTP2001 EDWWTP Phase 1* is also in this 2019 bond)
Use available impact fee fund balance of $7,767,000 (finance to confirm if this is the exact amount available after January 25 Impact fees amendment and the $233K transfer into WWTP2502)
Transfer the remaining $1,708,000 from the FY25 Impact Fees budget allocation in LFST2001 ($7.7M was the FY25 budget allocation for LFST2001)

Please let me know if anyone has further questions, comments, or wants to discuss. This item is set to go to council on the 3/13/25 meeting with internal agenda item deadline of 2/26/25.

Thanks,

<image005.png>
Taylor Khoury
Business and Asset Manager
Public Works and Engineering | City of Baytown
2123 Market Street, Baytown, Texas 77520
Office: 281-420-5845 Cell: 832-707-2805
Check out the latest Baytown Voice magazine!

From: Brant.Gary
Sent: Friday, February 21, 2025 11:53 AM
To: Frank.Simoneaux <Frank.Simoneaux@baytown.org>
Cc: Teresa.McKenzie <Teresa.McKenzie@baytown.org>; Michael.Leech <Michael.Leech@baytown.org>; Taylor.Khoury <Taylor.Khoury@baytown.org>; Sterling.Beaver <Sterling.Beaver@baytown.org>; Leasa.Lopez <Leasa.Lopez@baytown.org>; Lianette.Leon <Lianette.Leon@baytown.org>
Subject: Re: Funding for EDWWTP Phase 2

Considering the other option is to reallocate current bond proceeds, let's continue with the plan to use impact fees. If we decide to make changes further down the road, we can look at other projects and available bond funds.

Thanks for sending!

Brant

On Feb 20, 2025, at 2:04 PM, Frank.Simoneaux <Frank.Simoneaux@baytown.org> wrote:

Brant,

East District WWTP Phase 2 recently opened bids at $38M. We discussed funding for this project before the bids opened because we thought there would be a funding gap. We are receiving a total of about $32M in grant funds; some of those funds have been used for design. We have about $27M in available funding for construction, so there is about $11M shortfall. We discussed previously about using impact fees for this project since it is listed in the Impact Fee Report. In our last meeting, Finance let us know that the balance in Impact Fees was about $7M, but there are funds identified for I-10 Lift Station from Impact Fees at about $7.8M.

EDWWTP Phase 2 is under considerable time constraints due to delays associated with the grant. We are trying to get the construction award on 3/13 Council to help move the project along and show that we are trying to meet the grant deadline. In order to do that, we need to finalize the plan for funding this project. If the funding plan needs to be part of the budget amendment going to Council next week, we need a decision soon.

PWE is proposing to us $11M in impact fees to bridge the funding gap for EDWWTP Phase 2. This may leave I-10 LS with a funding gap for FY25. We split that project into two bid packages, one for the Lift Station and one for the Force Main. These will be two different types of contractors, so it is better to have two bid packages. We can bid out the force main project in about 3 months after the easements are acquired. The lift station can be bid in FY26 when we can supplement the project if necessary.

Please provide feedback and let me know if you want to discuss.

Sincerely,

<image007.png>
Frank O. Simoneaux, Jr., P.E.
Director
Department of Public Works & Engineering | City of Baytown
2123 Market Street, Baytown, Texas 77520
Office: 281-420-5312 | Cell: 832-514-9163
Customer Service 281-420-5300

ORDINANCE NO. 16,368

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AN AMENDMENT TO THE CITY OF BAYTOWN'S FISCAL YEAR 2024-25 BUDGET TO AUTHORIZE TRANSFERS OF UNENCUMBERED APPROPRIATIONS TO COVER BUDGET OVERRUNS IN THE GENERAL FUND, CAPITAL PROJECT FUNDS, AND SPECIAL REVENUE FUNDS, AND TRANSFERS OF UNENCUMBERED APPROPRIATIONS FROM THE GENERAL FUND TO THE AQUATICS FUND, SANITATION FUND, INTERNAL SERVICE FUND, AND MEDICAL BENEFITS FUND; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

WHEREAS, on the 26th day of September, 2024, after considering the proposed budget together with the testimony and information received at the public hearings, the City Council of the City of Baytown, Texas, adopted the City's 2024-25 fiscal year budget; and

WHEREAS, pursuant to Section 102.010 of the Texas Local Government Code, the City Council may make changes in the budget for municipal purposes; and

WHEREAS, the Director of Finance for the City of Baytown has recommended adjustments to the City's 2024-25 fiscal year budget for municipal purposes; and

WHEREAS, the City Council of the City of Baytown, after considering the submitted budget adjustments, believes that the changes are consistent with the interest of the residents of the City; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That all matters and facts set forth in the recitals hereinabove are found to be true and are approved by the City Council of the City of Baytown, Texas.

Section 2: That the City Council of the City of Baytown, Texas, hereby authorizes the adjustments to the City of Baytown's 2024-25 fiscal year budget, attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

Section 3: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 8th day of January, 2026.

CHARLES JOHNSON, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

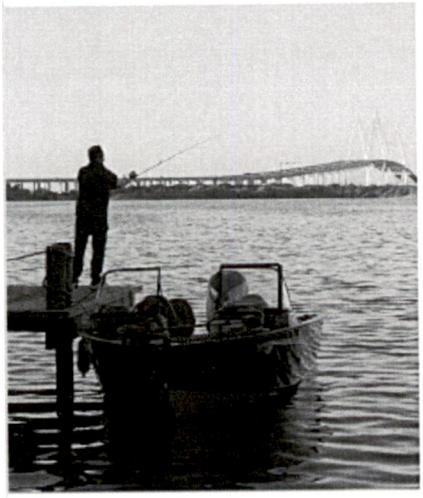
APPROVED AS TO FORM:

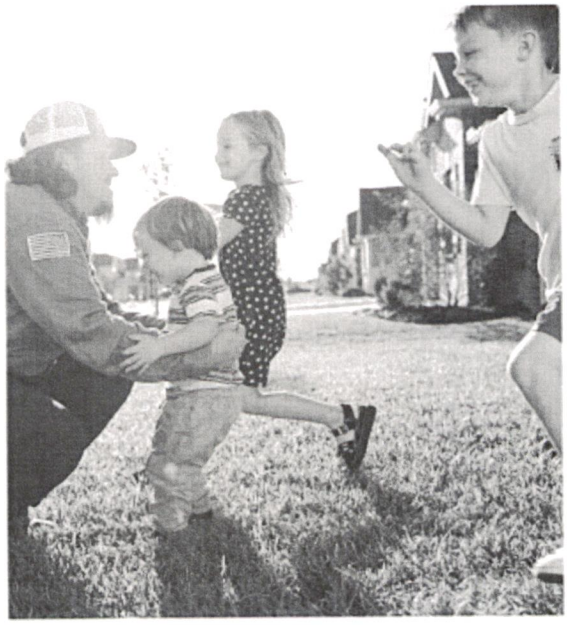
SCOTT LEMOND, City Attorney

EXHIBIT "A"

2024-2025

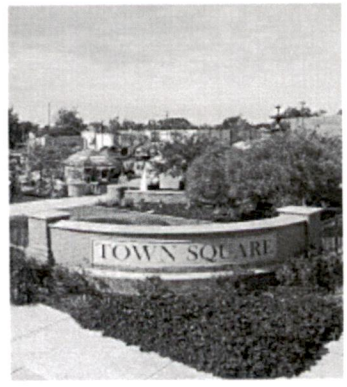














CITY OF BAYTOWN

Fiscal Year Ending September 30, 2025

FY25 BUDGET AMENDMENT (Final)

CITY OF BAYTOWN

FY25 BUDGET ADJUSTMENT

	FUNDING SOURCE	FY25 ADOPTED BUDGET	APPROVED BUDGET AMENDMENTS	PROPOSED BUDGET AMENDMENT (FINAL)	FY25 TOTAL BUDGET ADJUSTMENT
GF	GOVERNMENTAL FUNDS	$ 156,180,704	$ 80,959	$ -	$ 156,261,663
EN	ENTERPRISE FUNDS	$ 118,111,365	$ (1,245,750)	$ -	$ 116,865,615
CIP	CAPITAL IMPROVEMENT FUNDS	$ -	$ 4,850,000	$ 82,964,900	$ 87,814,900
CU	COMPONENT UNIT FUNDS	$ 43,239,257	$ -	$ -	$ 43,239,257
SP	SPECIAL REVENUE FUNDS	$ 26,268,711	$ 22,751,309	$ (3,027,919)	$ 45,992,100
	TOTAL REVENUES	$ 343,800,037	$ 26,436,518	$ 79,936,981	$ 450,173,535
GF	GOVERNMENTAL FUNDS	$ 160,939,067	$ 4,506,016	$ -	$ 165,445,083
EN	ENTERPRISE FUNDS	119,872,763	5,865,264	864,200	126,602,228
CIP	CAPITAL IMPROVEMENT FUNDS	14,615,600	104,713,221	81,779,661	201,108,482
CU	COMPONENT UNIT FUNDS	41,737,262	40,439,473	461,283	82,638,017
SP	SPECIAL REVENUE FUNDS	82,834,076	42,176,242	(65,019)	124,945,299
	TOTAL EXPENDITURES	$ 419,998,769	$ 197,700,217	$ 83,040,124	$ 700,739,110
	EXCESS (DEFICIT) REVENUES OVER EXPENDITURES	(76,198,732)	(171,263,699)	(3,103,143)	(250,565,574)

CITY OF BAYTOWN

FY25 BUDGET ADJUSTMENT

	Funding Source	FY25 Adopted Budget	Total Previous Amendments	Proposed Budget Final Amendment	FY25 Total Adjusted Budget	% CHANGE
			REVENUES			
GF	**GOVERNMENTAL FUNDS**					
	General Fund	138,136,041	80,959		138,216,999.67	0.06%
	Debt Service	16,302,086	-	-	16,302,086.00	0.00%
	Hotel/Motel Tax Fund	1,742,577	-	-	1,742,577.00	0.00%
	TOTAL GOVERNMENTAL	**156,180,704**	**80,959**	**-**	**156,261,662.67**	**0.05%**
EN	**ENTERPRISE FUNDS**					
	Aquatics Fund	6,389,341	-		6,389,341.00	0.00%
	Water & Sewer Fund	58,914,331	-		58,914,331.30	0.00%
	W & S Sinking Fund	15,707,259	(1,245,750)		14,461,509.00	-7.93%
	Sanitation	10,867,463	-		10,867,463.00	0.00%
	Storm Water Utility Fund	4,020,476	-		4,020,476.00	0.00%
	Internal Service Funds	22,212,495	-		22,212,495.00	0.00%
	TOTAL ENTERPRISE FUND	**118,111,365**	**(1,245,750)**	**-**	**116,865,615.30**	**-1.05%**
CIP	**CAPITAL IMPROVEMENT FUNDS**					
	General CIPF	-	-	187,149	187,149.30	0.00%
	CO Bonds - CIP Projects	-	-	82,777,751	82,777,751.00	0.00%
	Water & Sewer CIPF	-	4,850,000		4,850,000.00	100.00%
	TOTAL CIPF	**-**	**4,850,000**	**82,964,900**	**87,814,900.30**	**100.00%**
CU	**COMPONENT UNIT FUNDS**					
	BAWA	21,241,830	21,241,830		21,241,830.00	0.00%
	BAWA CIPF	4,413,290	4,413,290		4,413,290.00	0.00%
	BAWA Debt Service	-	-		-	7.24%
	CCPD (POLICE)	2,523,530	2,523,530		2,523,530.00	0.00%
	Fire/EMS Special District	2,562,657	2,562,657		2,562,657.00	0.00%
	Municipal Dev. District	8,779,771	8,779,771		8,779,771.00	0.00%
	Tax Increment Reinvestment	3,718,179	3,718,179		3,718,179.00	0.00%
	TIRZ 2024 CO	-	-		-	0.00%
	TOTAL COMPONENT UNIT	**43,239,257**	**43,239,257**	**-**	**43,239,257.00**	**0.00%**
SP	**SPECIAL REVENUE FUNDS**					
	Street Maintenance Fund	4,807,643	4,807,643		4,807,643.00	0.00%
	Municipal Court Program	241,057	241,057		241,057.00	0.00%
	Capital Replacement Fund	1,765,000	1,765,000		1,765,000.00	0.00%
	Water & Sewer Impact Fees	4,124,570	4,124,570		4,124,570.00	0.00%
	Library Special Fund	-	11,124		11,124.04	100.00%
	Parks & Rec Fund	50,000	484,054	-	484,053.79	868.11%
	Parks & Rec Special Rev Fund	-	18,750,000	-	18,750,000.00	0.00%
	Other Special Revenue Funds	15,280,441	18,836,572	(3,027,919)	15,808,652.21	0.00%
	TOTAL SPECIAL REV FUNDS	**26,268,711**	**49,020,020**	**(3,027,919)**	**45,992,100.04**	**75.08%**
	GRAND TOTAL REVENUES	$ 343,800,037	$ 95,944,486	$ 79,936,981	450,173,535.31	**30.94%**

EXPENDITURES

GF					
GOVERNMENTAL FUNDS					
General Fund	142,573,488	4,406,997	-	146,980,484.80	3.09%
Debt Service	15,268,920	-		15,268,920.00	0.00%
Hotel/Motel Tax Fund	3,096,659	99,019		3,195,678.38	3.20%
TOTAL GOVERNMENTAL	**160,939,067**	**4,506,016**	**-**	**165,445,083.18**	**2.80%**
EN					
ENTERPRISE FUNDS					
Aquatics Fund	4,694,884	-		4,694,884.32	0.00%
Water & Sewer Fund	62,129,198	3,310,005	-	65,439,203.36	5.33%
W & S Sinking Fund	15,273,833	-	-	15,273,833.00	0.00%
Sanitation	9,141,803	-	-	9,141,802.96	0.00%
Storm Water Utility Fund	5,304,861	1,819,111	-	7,123,972.58	34.29%
Internal Service Funds	23,328,184	736,148	864,200	24,928,531.67	6.86%
TOTAL ENTERPRISE FUND	**119,872,763**	**5,865,264**	**864,200**	**126,602,227.89**	**5.61%**
CIP					
CAPITAL IMPROVEMENT FUNDS					
General CIPF	-	22,362,013	(998,090)	21,363,923.15	100.00%
CO Bonds - CIP Projects	-	71,675,420	82,777,751	154,453,171.03	100.00%
Water & Sewer CIPF	14,615,600	10,675,788	-	25,291,387.72	100.00%
TOTAL CIPF	**14,615,600**	**104,713,221**	**81,779,661**	**201,108,481.90**	**100.00%**
CU					
COMPONENT UNIT FUNDS					
BAWA	19,892,950	4,366,834	-	24,259,784.34	21.95%
BAWA CIPF	3,450,000	2,682,609	-	6,132,609.31	77.76%
BAWA 2024 Bond	-	22,835,051	-	22,835,051.00	0.00%
CCPD (POLICE)	2,769,301	1,838,719	-	4,608,020.22	66.40%
Fire/EMS Special District	3,352,125	858,661	(6,718)	4,204,068.48	25.42%
Municipal Dev. District	9,113,302	357,598	468,000	9,938,900.56	9.06%
Tax Increment Reinvestment	3,159,583	-	-	3,159,583.22	0.00%
TIRZ 2024 CO	-	7,500,000	-	7,500,000.00	0.00%
TOTAL COMPONENT UNIT	**41,737,262**	**40,439,473**	**461,283**	**82,638,017.13**	**98.00%**
SP					
SPECIAL REVENUE FUNDS					
Street Maintenance Fund	5,788,156	343,261	-	6,131,416.70	5.93%
Water & Sewer Impact Fees	10,226,282	15,843,124	-	26,069,406.00	154.93%
Municipal Court Program	312,641	-		312,640.52	0.00%
Capital Replacement Fund	10,454,820	2,778,198	-	13,233,018.48	26.57%
Library Special Fund	-	11,124	-	11,124.04	100.00%
Parks & Rec Fund	50,000	493,690	(65,041)	478,649.09	857.30%
Parks & Rec Special Rev Fund	-	19,368,746	-	19,368,745.85	100.00%
Other Special Revenue Funds	56,002,178	3,338,099	21	59,340,298.78	5.96%
TOTAL SPECIAL REV FUNDS	**82,834,076**	**42,176,242**	**(65,019)**	**124,945,299.46**	**50.84%**
GRAND TOTAL EXPENDITURES	$ 419,998,769	$ 197,700,217	$ 83,040,124	700,739,109.56	**66.84%**

GOVERNMENTAL FUNDS

1000 - General Fund

Description/Department	FY25 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Budget Amendment Q2	Budget Amendment Q3	Budget Amendment Q4	Proposed Final Budget Amendment	FY25 Total Adjusted Budget
Revenues	138,136,041		67,459			13,500		138,216,999.67
Expenditures:								
General Administration	1,498,153		-	3,826	133,000		(44,235)	1,590,744.69
City Clerk	1,289,823		-	1,000			(95,000)	1,195,823.33
City Attorney	2,338,126		-	1,810,523		560,000	(552,000)	4,156,649.92
Fiscal Operations	6,053,494		-	-		68,500	(100,000)	6,021,994.37
Human Resources	1,782,362		-	-	(50,000)		(108,000)	1,624,361.62
Strategic Communications	1,049,609		20,000	26,838			(195,000)	901,447.07
ITS	6,224,475		-	-			(334,000)	5,890,475.47
Planning & Community Dev	4,476,309		259,458	47,609		13,500	(427,000)	4,369,875.61
Municipal Court	1,607,129		-	-			-	1,607,128.60
GF Overhead	6,265,165		-		(84,872)	(80,000)	(1,134,000)	4,966,292.96
Police	37,925,425		118,766		60,238		3,146,000	41,250,429.06
Fire	32,485,753		-				2,142,000	34,627,752.87
Public Works Administration (3000)	635,500		-	-	10,000			645,499.64
CIP Management (3010)	2,932,155		109,457	-			(508,000)	2,533,612.82
City Facilities (3011)	5,545,778		-	74,484		700,000	160,000	6,480,262.62
Streets (3012)	3,091,404		-	-	(10,000)		(960,000)	2,121,403.67
Traffic Control (3013)	2,504,446		-	26,500			(309,000)	2,221,945.89
Engineering (3014)	1,362,920		-	300,000			(373,000)	1,289,919.66
Environmental Health	5,408,907		-	-	2,669		(65,000)	5,346,575.72
Parks	10,170,304		220,000		65,500		(197,765)	10,258,038.78
Library	2,640,359		-				(46,000)	2,594,359.13
Transfers	5,285,892		-					5,285,892.00
Totals	142,573,488		727,681	2,290,781	126,535	1,262,000	-	146,980,484.80
								146,990,801.43

The proposed FY25 final budget amendment reflects targeted adjustments to departmental appropriations, reallocating funds to address operational needs, and updated priorities while maintaining overall fiscal balance.

4910 GENERAL DEBT SERVICE	FY25 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Budget Amendment Q2	Budget Amendment Q3	Budget Amendment Q4	Proposed Final Budget Amendment	FY25 Total Adjusted Budget
Revenues	16,302,086							16,302,086.00
Expenditures:								
Debt Service	15,268,920							15,268,920.00

2400 HOTEL / MOTEL TAX FUND	FY25 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Budget Amendment Q2	Budget Amendment Q3	Budget Amendment Q4	Proposed Final Budget Amendment	FY25 Total Adjusted Budget
Revenues	1,742,577							1,742,577.00
Expenditures:								
Hotel/Motel Tax Fund	3,096,659		1,273,755	(474,796)	(699,940)	-	-	3,195,678.38

Total amendment required to adjust CIP project.

ENTERPRISE FUNDS

5200 - AQUATICS	FY25 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Budget Amendment Q2	Budget Amendment Q3	Budget Amendment Q4	Proposed Final Budget Amendment	FY25 Total Adjusted Budget
Revenues	6,389,341							6,389,341.00
Expenditures:								
Pirates Bay Water Park	4,694,884							4,694,884.32

5100 - WATER & SEWER	FY25 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Budget Amendment Q2	Budget Amendment Q3	Budget Amendment Q4	Proposed Final Budget Amendment	FY25 Total Adjusted Budget
Revenues	58,914,331							58,914,331.30
Expenditures:								
Utility Billing (1043)	3,127,473							3,127,472.97
Overhead GF (3099)	2,334,634						(1,150,000)	1,184,634.49
Water Distribution (3160)	2,494,996		171,570					2,666,566.32
Wastewater Collection (Construction) (3172)	2,218,576		171,570	93,960			(76,000)	2,408,106.83
Wastewater Treatment (3170)	8,678,425		310,020	1,063,204		1,444,680	(720,000)	10,776,329.73
Treated Water (3161)	17,526,174						1,946,000	19,472,173.78
Water Treatment (3162)	2,215,626							2,215,625.90
Pollution Control (3171)	649,048							649,048.34
Transfers (9002)	22,884,245			55,000				22,939,245.00
Totals	62,129,198	-	653,161	1,212,164	-	1,444,680	-	65,439,203.36
			1,865,325	3,311,031	1,445,706			

4950 WATER & WSTWTR INT & SINK	FY25 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Budget Amendment Q2	Budget Amendment Q3	Budget Amendment Q4	Proposed Final Budget Amendment	FY25 Total Adjusted Budget
Revenues	15,707,259			(1,245,750)				14,461,509.00
Expenditures:								
Water & Wastewater Int & Sink Fund	15,273,833							15,273,833.00
Totals								

Total amendment required for the encumbrance carried forward for departmental items and interfund transfer for Debt Requirements.

5400 - SANITATION	FY25 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Budget Amendment Q2	Budget Amendment Q3	Budget Amendment Q4	Proposed Final Budget Amendment	FY25 Total Adjusted Budget
Revenues	10,867,463							10,867,463.00
Expenditures:								
Sanitation	9,141,803							9,141,802.96

5500 - STORM WATER	FY25 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Budget Amendment Q2	Budget Amendment Q3	Budget Amendment Q4	Proposed Final Budget Amendment	FY25 Total Adjusted Budget
Revenues	4,020,476							4,020,476.00
Expenditures:								
Storm Water Maintenance	4,730,623			52,837				4,783,459.95
Storm Water Utility (3180)	574,238		136,954	1,629,351	68,462	(68,492)		2,340,512.63
Totals	5,304,861		136,954	1,682,188	68,462	(68,492)	-	7,123,972.58

Total amendment required to adjust CIP Project budgets.

6100 - FLEET	FY25 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Budget Amendment Q2	Budget Amendment Q3	Budget Amendment Q4	Proposed Final Budget Amendment	FY25 Total Adjusted Budget
Revenues	3,135,578							3,135,578.00
Expenditures:								
Fleet Operations	3,155,984				60,000			3,215,984.07

Total amendment required to adjust the operational transfers

6200 WAREHOUSE	FY25 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Budget Amendment Q2	Budget Amendment Q3	Budget Amendment Q4	Proposed Final Budget Amendment	FY25 Total Adjusted Budget
Revenues	436,781							436,781.00
Expenditures:								
Warehouse Operations	483,938							483,937.70

Total amendment required for the encumbrance carried forward for vendor contracts.

6300 MEDICAL BENEFITS FUND	FY25 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Budget Amendment Q2	Budget Amendment Q3	Budget Amendment Q4	Proposed Final Budget Amendment	FY25 Total Adjusted Budget
Revenues	16,981,381							16,981,381.00
Expenditures:								
Medical Benefits	18,351,526	(42,852)				719,000	68,000	19,095,674.00

Total amendment required for the encumbrance carried forward for vendor contracts.

6400 WC SELF INSURANCE FUND	FY25 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Budget Amendment Q2	Budget Amendment Q3	Budget Amendment Q4	Proposed Final Budget Amendment	FY25 Total Adjusted Budget
Revenues	1,658,755							1,658,755.00
Expenditures:								
Medical Benefits	1,336,736						796,200	2,132,935.90

Total amendment required for the encumbrance carried forward for vendor contracts

1100 CIPF - GENERAL FUND	FY25 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Budget Amendment Q2	Budget Amendment Q3	Budget Amendment Q4	Proposed Final Budget Amendment	FY25 Total Adjusted Budget
Revenues							187,149	187,149.30
Expenditures:								
Projects			24,834,109		(3,258,928)	786,833	(998,090)	21,363,923.15

This budget amendment is necessary to realign the FY25 CIP project budget with actual expenditures accrued in previous fiscal period.

4110 - 4514 CO Bonds	FY25 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Budget Amendment Q2	Budget Amendment Q3	Budget Amendment Q4	Proposed Final Budget Amendment	FY25 Total Adjusted Budget
Revenues							82,777,751	82,777,751.00
Expenditures:								
CIP Projects			71,400,368				82,777,751	154,178,119.08

Total amendment related to 25CO issuance: $17.5M for General Debt and $65.3M for WWIS.

5110 CIPF - WATER & SEWER	FY25 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Budget Amendment Q2	Budget Amendment Q3	Budget Amendment Q4	Proposed Final Budget Amendment	FY25 Total Adjusted Budget
Revenues			4,850,000					4,850,000.00
Expenditures:								
Projects -W&S	14,615,600		9,175,205	1,354,333	146,250			25,291,387.72

Total amendment required to adjust CIP Projects budget carried forward.

COMPONENT UNIT FUNDS

3500 BAWA Oper	FY25 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Budget Amendment Q2	Budget Amendment Q3	Budget Amendment Q4	Proposed Final Budget Amendment	FY25 Total Adjusted Budget
Revenues	21,241,830							21,241,830.00
Expenditures:								
BAWA Oper	19,892,950			205,522	161,312	4,000,000		24,259,784.34

The proposed amendment reflects allocation of funds to address operational needs, and updated priorities while maintaining overall fiscal balance.

3510- BAWA CIP	FY25 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Budget Amendment Q2	Budget Amendment Q3	Budget Amendment Q4	Proposed Final Budget Amendment	FY25 Total Adjusted Budget
Revenues	4,413,290							4,413,290.00
Expenditures:								
Projects - BAWA	3,450,000		3,084,076		(401,466)			6,132,609.31

This budget amendment is necessary to realign the FY25 CIP project budget with actual expenditures accrued in FY24.

3542 BAWA -2024 CO	FY25 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Budget Amendment Q2	Budget Amendment Q3	Budget Amendment Q4	Proposed Final Budget Amendment	FY25 Total Adjusted Budget
Revenues								
Expenditures:								
BAWA Projects			22,835,051					22,835,051.00

Total amendment required for the encumbrance carried forward for engineering, construction management, and special services.

3100 - CRIME CONTROL & PREV DISTRICT	FY25 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Budget Amendment Q2	Budget Amendment Q3	Budget Amendment Q4	Proposed Final Budget Amendment	FY25 Total Adjusted Budget
Revenues	2,523,530							2,523,530.00
Expenditures:								
CCPD (POLICE)	2,769,301		1,838,719					4,608,020.22

Total amendment required for the encumbrance carried forward for vendor contracts.

COMPONENT UNIT FUNDS (CONT'D)

3200 - FIRE/EMS SPEC DISTRICT	FY25 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Budget Amendment Q2	Budget Amendment Q3	Budget Amendment Q4	Proposed Final Budget Amendment	FY25 Total Adjusted Budget
Revenues	2,562,657							2,562,657.00
Expenditures:								
FCPEMSD (FIRE)	3,352,125		563,825		294,836		(6,718)	4,204,068.48

Amendments approved by the Board

3300 - MUNICIPAL DEV. DIST. FUND	FY25 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Budget Amendment Q2	Budget Amendment Q3	Budget Amendment Q4	Proposed Final Budget Amendment	FY25 Total Adjusted Budget
Revenues	8,779,771							8,779,771.00
Expenditures:								
MDD - ECONOMIC DEVELOPMENT (3011)	322,216						10,000	332,216.31
MDD - WASTEWATER (3170)	-		357,598					357,598.00
MDD DEBT RETIREMENTS	5,011,086						(1,241,086)	3,770,000.00
MUNICIPAL DEVLOPMENT DIST (MDD	3,780,000						1,699,086	5,479,086.25
Totals	9,113,302		357,598	-	-	-	468,000	9,938,900.56

Total amendment required for the encumbrance carried forward for engineering, construction management, and special services.

3400 TAX INCREM. REINVEST	FY25 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Budget Amendment Q2	Budget Amendment Q3	Budget Amendment Q4	Proposed Final Budget Amendment	FY25 Total Adjusted Budget
Revenues	3,718,179							3,718,179.00
Expenditures:								
Tax Increment Reinvestment Zone	3,159,583							3,159,583.22

3441 TAX INCREM. REINVEST 2024 CO	FY25 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Budget Amendment Q2	Budget Amendment Q3	Budget Amendment Q4	Proposed Final Budget Amendment	FY25 Total Adjusted Budget
Revenues	-							-
Expenditures:								
CIP Project	-		7,500,000					7,500,000.00

Total amendment required for the encumbrance carried forward for engineering, construction management, and special services.

SPECIAL REVENUE FUNDS

2600 MUNICIPAL COURT SPECIAL REVENUE FUND	FY24 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Budget Amendment Q2	Budget Amendment Q3	Budget Amendment Q4	Proposed Final Budget Amendment	FY24 Total Budget Adjustment
Revenues	241,057							241,057.00
Expenditures:								
Municipal Court Programs	312,641							312,640.52

2800 STREETS	FY25 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Budget Amendment Q2	Budget Amendment Q3	Budget Amendment Q4	Proposed Final Budget Amendment	FY25 Total Adjusted Budget
Revenues	4,807,643							4,807,643.00
Expenditures:								
Operations - Street Maintenance	5,788,156		283,261	60,000				6,131,416.70

1200 CAPITAL REPLACEMENT	FY25 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Budget Amendment Q2	Budget Amendment Q3	Budget Amendment Q4	Proposed Final Budget Amendment	FY25 Total Adjusted Budget
Revenues	1,765,000							1,765,000.00
Expenditures:								
Capital Replacements	10,454,820		2,587,016			191,183		13,233,018.48

Total amendment required for the encumbrance carried forward for vendor contracts.

5600 - WATER & SEWER IMPACT FEES	FY25 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Budget Amendment Q2	Budget Amendment Q3	Budget Amendment Q4	Proposed Final Budget Amendment	FY25 Total Adjusted Budget

Revenues	4,124,570		-					4,124,570.00
Expenditures:								
Projects -W&S IF	10,226,282		8,043,124		7,800,000		-	26,069,406.00

Total amendment required To adjust CIP project budget

2510 LIBRARY SPECIAL FUND	FY25 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Budget Amendment Q2	Budget Amendment Q3	Budget Amendment Q4	Proposed Final Budget Amendment	FY25 Total Adjusted Budget
Revenues	-		11,124					11,124.04
Expenditures:								
Lib Exp Trust	-		11,124					11,124.04

Total amendment required for new contribuition - Library.

SPECIAL REVENUE FUNDS (CONT'D)

2700 PARKS & REC FUND		FY25 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Budget Amendment Q2	Budget Amendment Q3	Budget Amendment Q4	Proposed Final Budget Amendment	FY25 Total Adjusted Budget
Revenues		50,000		5,405			428,649		484,053.79
Expenditures:									
Be Well Baytown (5101)		10,000		65,041			428,649	(65,041)	438,649.09
Gift of Trees		20,000		-					20,000.00
Summer Track		20,000		-					20,000.00
	Totals	50,000		65,041	-	-	428,649	(65,041)	478,649.09

Total amendment required for Portable stage and new contribuition from Be Well Baytown.

2705 PARKS AND REC SPECIAL FUND		FY25 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Budget Amendment Q2	Budget Amendment Q3	Budget Amendment Q4	Proposed Final Budget Amendment	FY25 Total Adjusted Budget
Revenues		-	18,750,000	-	-	-	-	-	18,750,000.00
Expenditures:									
Spec Fund -Golf		-	-	618,746	-	-	-	-	618,745.85
Spec Fund -Sports			18,750,000	-	-	-	-	-	18,750,000.00
	Totals	-	18,750,000	618,746	-	-	-	-	19,368,745.85

Total amendment required for the encumbrance carried forward for vendor contracts.

2200 P E G FUND	FY25 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Budget Amendment Q2	Budget Amendment Q3	Budget Amendment Q4	Proposed Final Budget Amendment	FY25 Total Adjusted Budget
Revenues	137,449		-	-				137,449.00
Expenditures:								
P E G	121,773		679,802	-	-	(276,037)		525,538.40

Total amendment required for the encumbrance carried forward for departmental items.

2310 POLICE ACADEMY FUND		FY25 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Budget Amendment Q2	Budget Amendment Q3	Budget Amendment Q4	Proposed Final Budget Amendment	FY25 Total Adjusted Budget
Revenues		34,822		20,000	-			21	54,843.32
Expenditures:									
Training Firing		3,000		-	-				3,000.00
Leose Funds		-		20,000	-			21	20,021.32
	Totals	3,000		20,000				21	23,021.32

Total amendment required for PD LEOSE Funds budget.

SPECIAL REVENUE FUNDS (CONT'D)

7102 CDBG	FY25 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Budget Amendment Q2	Budget Amendment Q3	Budget Amendment Q4	Proposed Final Budget Amendment	FY25 Total Adjusted Budget
Revenues	939,817		176,455	-			(176,455)	939,817.00
Expenditures:								
Community Development	939,817		176,455	-				1,116,271.35

Total amendment based on awarded grant and carry forward.

7103 CDBG - Mitigation	FY25 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Budget Amendment Q2	Budget Amendment Q3	Budget Amendment Q4	Proposed Final Budget Amendment	FY25 Total Adjusted Budget
Revenues	-		2,771,486	-	75,000		(2,771,486)	75,000.00
Expenditures:								
CDBG- Mit grant	35,390,682		2,771,486	(915,983)	75,000	(1,298,667)		36,022,518.71

Total amendment based on awarded grant and carry forward.

7104 Hazmat / EMS	FY25 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Budget Amendment Q2	Budget Amendment Q3	Budget Amendment Q4	Proposed Final Budget Amendment	FY25 Total Adjusted Budget
Revenues	153,000			-	204,953	-	-	357,952.62
Expenditures:								
Fire expenses	191,480		136,385	-	204,953	-	-	532,818.29

Total amendment based on awarded grant.

7105 Homeland Sec PD	FY25 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Budget Amendment Q2	Budget Amendment Q3	Budget Amendment Q4	Proposed Final Budget Amendment	FY25 Total Adjusted Budget
Revenues	1,716,813			-	85,382	105,906	-	1,908,100.50
Expenditures:								
PD Expenses	622,093		300,756	-	85,382	105,907		1,114,137.96

Total amendment based on awarded grant.

SPECIAL REVENUE FUNDS (CONT'D)

7108 HIDTA	FY25 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Budget Amendment Q2	Budget Amendment Q3	Budget Amendment Q4	Proposed Final Budget Amendment	FY25 Total Adjusted Budget
Revenues	1,435,263			-				1,435,263.00
Expenditures:								
HIDTA program	1,435,263		295,491	-	836,213	-	-	2,566,966.31

Total amendment based on awarded grant.

7501 Odd & Agency Trust Fund	FY25 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Budget Amendment Q2	Budget Amendment Q3	Budget Amendment Q4	Proposed Final Budget Amendment	FY25 Total Adjusted Budget
Revenues	400,000			-	1,986	-	-	401,986.41
Expenditures:								
Odd Trust	1,348,123		24,007	-	1,986	-	-	1,374,116.47

Total amendment based on awarded grant.

7106 JAG	FY25 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Budget Amendment Q2	Budget Amendment Q3	Budget Amendment Q4	Proposed Final Budget Amendment	FY25 Total Adjusted Budget
Revenues			80,000	-	(1,036)	-	(80,000)	(1,036.43)
Expenditures:								
JAG grant	-		80,000	-	(1,036)	-	-	78,963.57

Total amendment based on awarded grant modifications.

7201 SEP	FY25 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Budget Amendment Q2	Budget Amendment Q3	Budget Amendment Q4	Proposed Final Budget Amendment	FY25 Total Adjusted Budget
Revenues	72,706			-	36,000	-	-	108,706.00
Expenditures:								
JAG grant	72,706		-	-	36,000	-	-	108,706.00

Total amendment based on awarded grant.

All Other Funds	FY25 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Budget Amendment Q2	Budget Amendment Q3	Budget Amendment Q4	Proposed Final Budget Amendment	FY25 Total Adjusted Budget
Revenues	10,390,571			-	-	-	-	10,390,570.79
Expenditures:								
All Other Funds	15,877,240		-	-	-	-	-	15,877,240.40

CITY COUNCIL MEETING 7. d.

Meeting Date: 05/14/2026

Subject: Consider a Resolution Authorizing an Application to the FY2026 Port Security Grant Program - Police.

Prepared for: John Stringer, Police **Prepared by:** Leasa Lopez, Finance

Department: Police

Information

ITEM

Consider a resolution authorizing the City Manager to submit an application and accept any resulting award from the U.S. Department of Homeland Security, Federal Emergency Management Agency, Grant Program's Directorate in response to the Fiscal Year 2026 Port Security Grant Program on behalf of the Baytown Police Department.

PREFACE

This proposed resolution authorizes the City Manager to submit an application in the amount of $94,089.00 and accept any resulting award from the U.S. Department of Homeland Security, Federal Emergency Management Agency, Grant Program's Directorate FY2026 Port Security Grant Program on behalf of the Police Department - DIVE Team, designate the City Manager as the Authorized Official and the Finance Director as the Finance Officer for any resulting award. The Port Security Grant Program supports efforts to build and sustain core capabilities across the prevention, protection, mitigation, response and recovery mission areas of the National Preparedness System to strengthen maritime transportation infrastructure security activities against risks associated with potential terrorist attacks.

Baytown Police will use 100% grant funds to purchase one underwater DIVE communications system, one specialized DIVE team boat, and one prime mover to transport the boat and DIVE team personnel to support team capabilities. The small boat would give the team a dive platform with the ability to reach non-traditional and/or hard to reach places, navigate between large vessels and bulkhead and deploy in shallow water inlets. The small boat may be disassembled, carried and reassembled on-scene. Baytown PD has a response area that includes the Houston-Galveston Port Area.

The total project budget is $125,452. The FY26 PSGP application budget is $94,089 or 75% of the project budget which is the maximum allowed. The Port Security Grant Program requires that applicants provide a 25% local match. The local match of $31,363 was requested of and is pending final approval by our partner the Houston Ship Channel Security District ("HSCSD") Board of Directors in May or June 2026. On April 23, 2026, Council approved the application to the Houston Ship Channel Security District for the 25% local match or 100% funding for this same project. In the event the match is not approved by the HSCSD Board in 2026, Baytown Police will be responsible for the 25% local match of $31,363 or will have the option to decline the award. In the unlikely event that the HSCSD Board decides to fund the project at 100%, the FY26 PSGP will not be needed.

Fiscal Impact

Fiscal Year: 2027

Acct Code:

Source of Funds (Operating/Capital/Bonds): Grant

Funds Budgeted Y/N: N

Amount Needed: $125,452.00

Fiscal Impact (Additional Information):

If funded, the application to the FY26 PSGP will cover 75% of the $125,452 project cost or $94,089.00 The remaining 25% local match or $31,363 will be requested of the Houston Ship Channel Security District on or before June 30, 2026. If the HSCSD agrees to fund the 25% local match, the project will be fully funded on a reimbursement basis with a corresponding PSGP award. If we receive the PSGP award for $94,089.00 and the HSCSD does not fund the 25% local match, the City of Baytown Police Department will have to either provide the local match from PD funds or decline the award if no such funds are available.

Attachments

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE CITY MANAGER TO MAKE APPLICATION TO THE U.S. DEPARTMENT OF HOMELAND SECURITY, FEDERAL EMERGENCY MANAGEMENT AGENCY, GRANT PROGRAM'S DIRECTORATE, IN RESPONSE TO THE FY2026 PORT SECURITY GRANT PROGRAM (PSGP) SOLICITATION ON BEHALF OF THE BAYTOWN POLICE DEPARTMENT TO SUSTAIN THE DIVE TEAM AND TO SUPPORT EFFORTS TO BUILD AND SUSTAIN CORE CAPABILITIES ACROSS THE PREVENTION, PROTECTION, MITIGATION, RESPONSE AND RECOVERY MISSION AREAS OF THE NATIONAL PREPAREDNESS SYSTEM, IN THE AMOUNT OF NINETY-FOUR THOUSAND EIGHTY-NINE AND NO/100 DOLLARS ($94,089.00); DESIGNATING THE AUTHORIZED REPRESENTATIVE WITH AUTHORITY TO ACCEPT OR AFFIRM ANY GRANT AWARD THAT MAY RESULT THEREFROM; DESIGNATING THE FINANCIAL OFFICER WITH POWER TO SUBMIT FINANCIAL AND/OR PROGRAMMATIC REPORTS OR ALTER A GRANT ON BEHALF OF THE CITY OF BAYTOWN; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Manager of the City of Baytown is hereby authorized to make an application to the U.S. Department of Homeland Security, Federal Emergency Management Agency, Grant Program's Directorate, in response to the FY2026 Port Security Grant Program solicitation on behalf of the Baytown Police Department to sustain the DIVE team and support efforts to build and sustain core capabilities across the prevention, protection, mitigation, response and recovery mission areas of the National Preparedness System, in the amount of NINETY-FOUR THOUSAND EIGHTY-NINE AND NO/100 DOLLARS ($94,089.00);

Section 2: That part of the award's obligations for the City of Baytown includes a twenty-five percent (25%) local match which is THIRTY-ONE THOUSAND THREE HUNDRED SIXTY-THREE AND NO/100 DOLLARS ($31,363.00); broken down as follows:

U.S. Department of Homeland Security/FEMA:	$ 94,089.00
City of Baytown's Local Match	$ 31,363.00
	$125,452.00

Section 3: That it is in the best interest of the citizens of the City of Baytown that these purchases be made on behalf of the Police Department to sustain the core capabilities of the National Preparedness System for the 2026-2027 fiscal years.

Section 4: That the City Manager is hereby designated as the Authorized Official for all purposes. The City Manager as Authorized Official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

Section 5: That the Director of Finance is hereby designated as the Financial Officer. The Financial Officer is given the power to submit financial and/or programmatic reports or alter a grant on behalf of the City of Baytown.

Section 6: That in the event of loss or misuse of the grant funds, the City Council of the City of Baytown hereby assures the U.S. Department of Homeland Security/Federal Emergency Management Agency that such grant funds will be returned in full.

Section 7: That this resolution shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 14th day of May, 2026.

CHARLES JOHNSON, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMOND, City Attorney

R:\Ordinances and Resolutions\Resolution Drafts\City Council\2026-05-14\Grant Application for Police Department DIVE Response Team.kh.docx

CITY COUNCIL MEETING 7. e.

Meeting Date: 05/14/2026

Subject: Consider a resolution authorizing a renewal of a Memorandum of Understanding between the Baytown Police Department, the Houston Police Department, the Harris County Sheriff's Department and the Federal Bureau of Investigation.

Prepared for: John Stringer, Police **Prepared by:** Jessica Mata, Police

Department: Police

Information

ITEM

Consider a resolution authorizing a renewal of a Memorandum of Understanding between the Baytown Police Department, the Houston Police Department, the Harris County Sheriff's Department and the Federal Bureau of Investigation by dedicating personnel to participate in a multi- jurisdictional response to improvised explosive devices.

PREFACE

The Baytown Police Department has been actively involved in bomb response operations for over 20 years. In 2007, to improve efficiency, reduce costs, and enhance our capabilities, Baytown partnered with the League City and Pasadena Police Departments to form the Bay Area Regional Bomb Squad through a Memorandum of Understanding, with Baytown serving as the lead agency.

This regional approach allows us to combine personnel, equipment, and training, ensuring a faster and more effective response to potential explosive threats than any one agency could provide on its own.

In addition, we maintain a formal partnership with the Federal Bureau of Investigation, which serves as the nation's certifying authority for Explosive Ordnance Disposal and Improvised Explosive Device response. This agreement ensures clear coordination when incidents involve joint jurisdiction or investigative interests.

Together, these partnerships strengthen our ability to protect the public, respond to critical incidents, and support the successful investigation and prosecution of those involved in illegal explosive-related activities.

Fiscal Impact

Fiscal Year:

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

Fiscal Impact (Additional Information):

No Fiscal Impact

Attachments

Ordinance - BPD HPD HCSO FBI Bomb Squad

STAB MOU

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE A MEMORANDUM OF UNDERSTANDING BETWEEN THE BAYTOWN POLICE DEPARTMENT, HOUSTON POLICE DEPARTMENT, HARRIS COUNTY SHERIFF'S OFFICE AND FEDERAL BUREAU OF INVESTIGATION TO DEDICATE PERSONNEL TO MULTI-JURISDICTIONAL RESPONSE TO IMPROVISED EXPLOSIVE DEVICES; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown, Texas, hereby authorizes the City Manager to execute and the City Clerk to Attest to a Memorandum of Understanding between the Baytown Police Department, Houston Police Department, Harris County Sheriff's Office and Federal Bureau of Investigation to dedicate personnel to multi-jurisdictional response to improvised explosive devices. A copy of said agreement is attached hereto, marked Exhibit "A" and incorporated herein for all intents and purposes.

Section 2: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ, and PASSED by the affirmative vote of the City Council of the City of Baytown this the 14th day of May, 2026.

CHARLES JOHNSON, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMOND, City Attorney

(U//FOUO//LES) MEMORANDUM OF UNDERSTANDING BETWEEN

THE FEDERAL BUREAU OF INVESTIGATION
AND
HOUSTON POLICE DEPARTMENT
HARRIS COUNTY SHERIFF'S OFFICE
BAY AREA REGIONAL BOMB SQUAD

FOR A MULTI-JURISDICTIONAL RESPONSE TO IMPROVISED EXPLOSIVE DEVICES

(U) This Memorandum of Understanding (MOU) is being executed between the Federal Bureau of Investigation (FBI) and Houston Police Department, Harris County Sheriff's Office, and Bay Area Regional Bomb Squad (hereinafter, "parties").

1) **PURPOSE**
   a) (U) The purpose of this MOU is to document the agreed responsibilities, functions, and procedures of the parties when joint investigative interests and/or jurisdiction exists with respect to responding to public safety risks from improvised explosive devices (defined for this MOU as explosive materials/devices, suspected explosive materials/devices, and/or weapons of mass destruction devices).

   b) (U) The MOU will enhance the effectiveness of federal/state/local/tribal law enforcement resources through well-coordinated initiatives that seek the most effective avenues by which to ensure public safety and support the prosecution of individuals involved in illegal explosive-related activities.

   c) (U) This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise, among or against any of the parties, their parent agencies, the United States, or the officers, employees, agents, or other associated personnel thereof.

2) **PARTIES**
   a) (U) This MOU is entered into by the FBI's Houston Field Office and Houston Police Department, Harris County Sheriff's Office, and Bay Area Regional Bomb Squad (hereinafter, "the parties").

   b) (U) Each party will designate an individual, who is a certified bomb technician, to serve as a MOU Coordinator for implementing this MOU. These individuals will be responsible for disseminating information, scheduling meetings, proposing training events, and delegating or coordinating other tasks as necessary to fulfill the goals and objectives of this MOU.

   c) (U) The Special Agent in Charge of the Houston Field Office is responsible for administering this agreement for the FBI and has designated the Assistant Special Agent in Charge of Branch 2, as the FBI's supervisory point of contact for this purpose.

      i) (U) The Houston Field Office further designates its Special Agent Bomb Technician (SABT) Team Leader as its MOU Coordinator.

d) (U) The Chief of Police of the Houston Police Department (HPD), is responsible for administering this agreement for the HPD and has designated its Bomb Squad Commander as HPD's point of contact for this purpose.

i) The HPD further designates its Bomb Squad Commander as its MOU Coordinator.

e) (U) The Sheriff of the Harris County Sheriff's Office (HCSO), is responsible for administering this agreement for the HCSO and has designated its Bomb Squad Commander as HCSO's point of contact for this purpose.

i) The HCSO further designates its Bomb Squad Commander as its MOU Coordinator.

f) (U) The Chief of Police of the Baytown Police Department, is responsible for administering this agreement for the Bay Area Regional Bomb Squad (BARBS) and has designated its Bomb Squad Commander as BARBS' point of contact for this purpose.

i) The BARBS further designates its Bomb Squad Commander as its MOU Coordinator.

3) **AUTHORITIES**

a) Title 28, United States Code § 533 (Investigative and Other Officials; appointment); 34 U.S.C. § 10211 (Training and Manpower Development); 28 C.F.R. § 0.85 (General Functions, Director, FBI), 0.85(l) (Primary Jurisdiction in Terrorism Matters); 18 U.S.C. § 3107 (Services of Warrants and Seizures by FBI); 18 U.S.C. § 3052 (Powers of the FBI).

4) **SPECIFIC RESPONSIBILITIES**

a) GENERAL

i) (U) The parties will share overall management and implementation responsibilities concerning this MOU, but final resolution of MOU-related issues will reside solely with the FBI Special Agent in Charge of the Houston Field Office.

ii) (U) In general, command authority regarding operational responses under this MOU shall be vested with the agency or agencies having primary investigative jurisdiction. However, direction of personnel acting under Federal authority pursuant to this MOU shall be vested with the FBI.

iii) (U) Each participant will continue to report to his or her respective agency head for matters not detailed in this MOU and will be subject to the personnel rules, regulations, laws, and policies applicable to those agencies.

b) PERSONNEL AND EQUIPMENT

i) (U) The parties will share available personnel, equipment, resources, and expertise in the FBI Houston Field Office's area of responsibility, regarding Render Safe Procedures (RSPs) (including weapons of mass destruction and explosives in all phases, such as disposal or

disassembly), and investigation of explosive- related incidents as necessary.

ii) (U) The parties will designate one alternate certified bomb technician in addition to its MOU Coordinator, and will maintain this minimum level of support as staffing and personnel assignments permit. Additional, certified bomb technicians may be assigned to support this MOU as staffing resources permit.

iii) (U) The parties will make available for use all necessary equipment and resources to protect the public, complete RSP, and collect evidence in support of investigations, including but not limited to: safety equipment; explosive storage; demolition devices; and disposal ranges.

iv) (U) The maintenance and repair of all equipment and property provided under this MOU will be the management and fiscal responsibility of the agency supplying said equipment.

v) (U) The parties will ensure that the Hazardous Devices School (HDS) certifications of all bomb technicians assigned to support this MOU remain current. An HDS certification that remains in good standing is a prerequisite to any initial or ongoing Federal deputation.

vi) (U) Each party may decline to provide personnel deputized under this MOU to a FBI Field Office other than Houston Field Office.

5) OPERATIONS AND INVESTIGATIONS

i) CONTROLLING GUIDANCE

(1) (U) Operational and investigative actions, techniques, and procedures will be consistent with current Department of Justice guidance or, in connection with investigations involving only state violations and state prosecutions, will be consistent with policies and procedures of relevant state law.

(2) (U) The parties may direct and recruit informants and cooperating witnesses in accordance with that agency's internal rules and policies. However, where such individuals are developed in support of an operation or investigation in which federal prosecution is anticipated, then-current Attorney General and FBI guidelines will apply.

(3) (U) In the event that discrepancies develop between federal and state/local rules, regulations, statutes, or other state/local practices and policies, federal mandates will control if any federal prosecution is anticipated.

(4) (U) Supervisory points of contact and MOU Coordinators from parties participating in a specific operation under this MOU will serve as the individuals primarily responsible for resolving operational difficulties with that specific operation. As necessary, operational difficulties may be referred for resolution to the individuals responsible for administering this agreement, who may then refer continued disagreements to the FBI Houston Field Office Special Agent in Charge for final resolution.

(5) (U) At all times, FBI employees are required to comply with all current FBI polices,

irrespective of any discrepancy or conflict with state/local rules, regulations, statutes, or state/local practices and policies. **At all times, non-FBI employees are required to comply with the policies of their department/agency.**

ii) JOINT INVESTIGATIONS

(1) (U) To the extent possible, all bomb or explosive-related criminal investigations will be jointly performed by the parties geographically affected by said investigation, with no party acting independently unless that party has exclusive jurisdiction. However, the parties understand that a multitude of circumstances may arise in which a matter is best and most efficiently addressed by fewer than all the parties to this MOU. In those circumstances, non-responding parties will be informed by prompt notifications from the respective MOU Coordinators.

(2) (U) A determination will be made on a case-by-case basis whether to request prosecution of cases arising under this MOU from Federal or State authorities. The determination will be based on all considerations at issue and may include the evidence gathered, the potential violations at issue, the sentencing options, and the amenability of prosecuting authorities to support investigative needs and related charges.

(3) (U) The parties understand and agree that all follow-up investigative activities – including evidence collection - are secondary to public safety concerns, which are paramount.

(4) (U) Collection of potential evidence pursuant to activities conducted under this MOU (including by individuals acting under Federal deputation) will be accomplished in conformance with FBI evidence recovery procedures and, unless otherwise agreed to by the FBI, will be stored by the FBI.

iii) ELECTRONIC COUNTER-MEASURES (ECM)

(1) (U) The parties agree to coordinate with the FBI Special Agent Bomb Technician Team Leader (or the appropriate ECM-trained FBI SABT) to receive initial and continuing training on tactics, techniques, procedures (TTPs), and policies in relation to the United States Government's Electronic Counter-measures capabilities fielded by the FBI in support of domestic IED/Weapons of Mass Destruction (WMD) RSPs.

(2) (U) All Radio-Controlled Improvised Explosive Devices (RCIEDs) collected will be submitted to the FBI Laboratory Division (to include the Explosives Unit and/or the Terrorist Analytical Device Center, where appropriate) for technical exploitation.

(3) (U) The parties agree to follow/adhere to all FBI ECM Program policies, procedures, TTP's, directives, guidance and related physical/operational security requirements, procedures and practices.

iv) WEAPONS OF MASS DESTRUCTION DEVICE THREATS OR INCIDENTS

(1) (U//FOUO//LES) The parties agree to coordinate with the FBI Special Agent Bomb Technician Team Leader to receive initial and continuing training on tactics, techniques, procedures (TTPs), and policies in relation to the United States Government's response to

a known or suspected Weapon of Mass Destruction (WMD) device within the United States and its territories, including but not limited to:
(a) (U//FOUO//LES) Radiological dispersal devices;
(b) (U//FOUO//LES) Biological dispersal;
(c) (U//FOUO//LES) Chemical dispersal;
(d) (U//FOUO//LES) Complex or sustained improvised explosive device threats or incidents; and
(e) (U//FOUO//LES) Improvised nuclear devices.

(2) (U//FOUO//LES) Each party agrees to immediately notify the FBI Special Agent Bomb Technician Team Leader upon the discovery or detection of a potential WMD in order to conduct the device assessment.

v) RESOURCES AND REPORTING

(1) (U) Every RSP (however named and in whatever phase, to include disposal and disassembly) and explosives-related criminal investigation will be addressed with the full available resources of all participating agencies as needed and as available.

(2) (U) The party having primary jurisdiction is responsible for collection, maintenance, and dissemination of reports, records, and other documents regarding activities under this MOU. All such documents will be made and maintained in compliance with applicable Federal laws (including the Privacy Act and Freedom of Information Act), state and local laws, as well as relevant agency policies.

(3) (U) All records prepared and shared among the parties may not be released or distributed to third parties or non-parties to this MOU without the express permission of the drafting agency.

(4) (U) Each party shall immediately notify the other parties of any civil, administrative, or criminal claim, complaint, discovery request, or other request for information concerning or arising from operations involving, or conduct of, personnel assigned under this MOU.

6) **FEDERAL DEPUTATIONS/CROSS-DEPUTATIONS**

a) (U) Non-federal officers participating under this MOU may be sworn as Special Deputy United States Marshals to assist with enforcing the United States Code, including related U.S. Code Title 18 functions, in connection with the multi-jurisdictional response to improvised explosive device activities contemplated by this MOU. Deputations are commensurate with the investigative authority of the FBI, and issued pursuant to 28 C.F.R. § 0.112 (Special Deputation) and 28 U.S.C. § 566. Deputation under this MOU will provide Federal authority: (1) for qualifying individuals to fully participate in all investigations contemplated only by this MOU; (2) where the FBI has primary or concurrent jurisdiction in the investigation supported by this MOU; and only (3) when requested by the Houston Field Office.

i) LIABILITY

(1) (U) The participating agencies acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the

Multi-Jurisdictional Response to IEDs Group.

(2) (U) The participating agencies shall immediately notify the FBI of any civil, administrative, or criminal claim, complaint, discovery request, or other request for information of which the agency receives notice, concerning or arising from the conduct of personnel assigned to the Multi-Jurisdictional Response to IEDs Group. In the event that a civil claim or complaint is brought against a state or local officer assigned to the Multi-Jurisdictional Response to IEDs Group, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.

(3) (U) For the limited purpose of defending against a civil claim arising from alleged negligent or wrongful conduct under common law under the Federal Tort Claims Act (FTCA), 28 U.S.C. § 1346(b), and §§ 2671-2680: an individual deputized under this MOU and assigned to the Multi-Jurisdictional Response to IEDs Group, and who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU, may request to be certified by the Attorney General or his designee as having acted within the scope of federal employment at the time of the incident giving rise to the suit. Upon such certification, the individual will be considered an "employee" of the United States government for the limited purpose of defending the civil claim under the FTCA, and the claim will proceed against the United States as sole defendant. *See* 28 U.S.C. § 2679(d)(2). Once an individual is certified as an employee of the United States for purposes of the FTCA, the United States is substituted for the employee as the sole defendant with respect to any tort claims. Decisions regarding certification of employment under the FTCA are made on a case-by-case basis, and the FBI cannot guarantee such certification to any personnel.

(4) (U) For the limited purpose of defending against a civil claim arising from an alleged violation of the U.S. Constitution pursuant to 42 U.S.C. § 1983 or *Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics*, 403 U.S. 388 (1971): an individual deputized under this MOU and assigned to the Multi-Jurisdictional Response to IEDs Group, and who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU, may request individual-capacity representation by DOJ to defend against the claims. *See* 28 C.F.R. §§ 50.15, 50.16. Any such request for individual-capacity representation must be made in the form of a letter from the individual defendant to the U.S. Attorney General. The letter should be provided to Chief Division Counsel (CDC) for the Houston Field Office, who will then coordinate the request with the FBI Office of the General Counsel. In the event of an adverse judgment against the individual, he or she may request indemnification from DOJ. *See* 28 C.F.R. § 50.15(c)(4). Requests for DOJ representation and indemnification are determined by DOJ on a case-by-case basis. The FBI cannot guarantee the United States will provide legal representation or indemnification to any personnel.

(5) (U) Liability for any conduct by the Multi-Jurisdictional Response to IEDs MOU personnel undertaken outside of the scope of their duties and assignments pursuant to their federal

deputation shall not be the responsibility of the FBI or the United States.

ii) (U) A deputation remains in effect for two years from the date the individual is deputized by the United States Marshals Service. If an individual deputized pursuant to this MOU is to continue deputation beyond the expiration date, a renewal may be requested if all parties agree. Sponsorship for Federal deputations may be revoked by the sponsoring agency (FBI) at any time, and for any reason, deemed appropriate. Should the MOU be terminated, or the employing agency withdraw, any FBI sponsorships of related deputations will be immediately revoked.

iii) Parties to this MOU agree to immediately inform the FBI FO should any deputized individual be removed/transferred/suspended/re-assigned (for any reason) from duties consistent with this MOU. The granting of a Federal deputy status does not confer any rights upon the receiving individual other than those outlined herein.

b) (U) Participating state agencies shall be responsible for cross-deputations for local officers as permitted or required by state law, and as appropriate.

7) **LIMITATIONS ON FEDERAL AUTHORITIES**

a) (U) The authority exercised by the FBI is primarily derived from Congressional mandates, Presidential directives, and delegations by the Attorney General. No FBI employee or FBI-sponsored Special Deputy U.S. Marshal under this MOU may exceed those authorities when acting within the scope of their Federal employment. It is understood by all parties, however, that the FBI maintains primary responsibility as Lead Agency in all events or incidents with a potential nexus to terrorism and/or involving a weapon of mass destruction (including chemical, biological, radiological, or nuclear) and whether or not explosive materials are potentially involved.

b) (U) Should situations/circumstances arise that fall outside of established FBI authorities to investigate/participate, the procedures outlined in Appendix C may be followed. Through execution of this MOU, the FBI MOU Coordinator agrees to seek and obtain the requisite information outlined in Appendix C when circumstances dictate.

8) **PRESS RELEASES**

a) (U) Press releases and/or the release of information to the media will be made only on the mutual approval of the parties with investigative jurisdiction.

b) (U) Any release to the media will be consistent with established press policies of the investigating parties in consultation with the appropriate prosecuting authorities.

9) **TRAINING**

a) (U) The parties agree that an additional goal of this MOU is to engage in co-training ventures to ensure continuity of responses to incidents involving relevant threats to public safety.

b) (U) The parties will meet routinely to discuss and establish training activities and venues, as well as to discuss other issues of mutual concern.

c) (U) All parties will endeavor to participate in both the planning and the execution of training exercises. Unless otherwise agreed to, each party will bear the cost of its own participation.

10) **EFFECT OF THIS AGREEMENT**

a) (U) This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties of the matters described herein. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOU.

b) (U) This MOU does not constitute an agreement for any party to assume or waive any liability or claim under any applicable law.

c) (U) This agreement is not intended to be enforceable in any court or administrative forum. The parties will seek to resolve any disputes regarding this agreement by mutual consultation.

d) (U//FOUO) This MOU supersedes all other MOUs entered into by these parties that covers the same subject matter.

11) **EFFECTIVE DATE, ADMINISTRATION, AND TERMINATION**

a) (U) This MOU shall be effective when executed by all parties and will continue in effect until terminated. This agreement may be modified at any time by written consent of all the parties.

b) (U) Each party separately agrees to abide by the terms and provisions of this MOU. This MOU may be terminated, with respect to any party, at any time upon written notice of withdrawal to all other parties at least 30 days prior to withdrawal. Individual agencies may withdraw or join this MOU separately by execution of either Appendix A or B.

c) (U) This MOU shall be reviewed by the designated Points of Contact for all parties, and the FBI Chief Division Counsel, no later than every five years from the last signature date to determine whether this MOU should be revised, continued, or canceled.

12) **SIGNATORIES**

1) Douglas A. Williams Jr.
Signature (FBI Houston Field Office)

Douglas A. Williams Sr.
Printed Name

SAC
Title

09/13/2024

Date

2) _____
Signature (Head of Agency or Designee)

_____
Printed Name

_____
Title

_____
Date

3) _____
Signature (Head of Agency or Designee)

_____
Printed Name

_____
Title

_____
Date

4) _____
Signature (Head of Agency or Designee)

_____
Printed Name

_____
Title

_____
Date

ADC:

CITY COUNCIL MEETING 7. f.

Meeting Date: 05/14/2026
Subject: Authorizing an Interlocal Agreement with The Baytown Municipal Development District
Prepared for: Brian Moran, Administration **Prepared by:** Brian Moran, Administration
Department: Administration

Information

ITEM

Consider an ordinance authorizing an Interlocal Agreement with the Baytown Municipal Development District (MDD) pursuant to Texas Government Code Chapter 791 to receive and administer MDD funds through a unified Chapter 380 economic development program.

PREFACE

The proposed ordinance authorizes an Interlocal Agreement (ILA) with the Baytown Municipal Development District (MDD) under Texas Government Code Chapter 791 to receive and administer MDD funds through a unified Chapter 380 economic development program.

The ILA allows the MDD's 0.5% sales and use tax revenue to be incorporated into Chapter 380 Economic Development Agreements managed by the City. Because the City Council also serves as the Board of Directors of the Baytown MDD, this approach streamlines administration by eliminating the need for separate agreements and reducing administrative overhead.

Fiscal Impact

Fiscal Year:
Acct Code:
Source of Funds (Operating/Capital/Bonds):
Funds Budgeted Y/N:
Amount Needed:
Fiscal Impact (Additional Information):
No fiscal impact associated with this item.

Fiscal Year:
Acct Code:
Source of Funds (Operating/Capital/Bonds):
Funds Budgeted Y/N:
Amount Needed:
Fiscal Impact (Additional Information):
No fiscal impact associated with this item.

Attachments

Ord-MDD-380 Program
Ordinance - MDD Interlocal Agreement

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST TO AN INTERLOCAL AGREEMENT WITH THE BAYTOWN MUNICIPAL DEVELOPMENT DISTRICT TO RECEIVE AND ADMINISTER MDD FUNDS THROUGH A UNIFIED CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown, Texas, hereby authorizes the City Manager to execute and the City Clerk to attest to an Interlocal Agreement with the Baytown Municipal Development District ("MDD") to receive and administer MDD funds through a unified Chapter 380 economic development program. A copy of said agreement is attached hereto as Exhibit "A," and incorporated herein for all intents and purposes.

Section 2: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 14th day of May, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

Exhibit "A"

INTERLOCAL AGREEMENT BETWEEN THE CITY OF BAYTOWN, TEXAS AND THE BAYTOWN MUNICIPAL DEVELOPMENT DISTRICT

This Interlocal Agreement (the "Agreement") is made to be effective as of the ___ day of _____, 202__, by and between the City of Baytown, Texas, a Texas home rule municipality (the "City"), and the Baytown Municipal Development District, a municipal development district created under Chapter 377, Texas Local Government Code (the "MDD"). The City and the MDD may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. The City of Baytown is a Texas home-rule municipality duly authorized to exercise all powers conferred upon home-rule municipalities under the Texas Constitution and applicable law.

B. The MDD is a municipal development district created by the City pursuant to Chapter 377, Texas Local Government Code, for the purpose of promoting economic and community development within the City.

C. Pursuant to Chapter 377, Texas Local Government Code, the MDD has the authority to impose sales and use taxes within the boundaries of the City for the purposes authorized under that chapter.

D. Section 791.003(4)(A), Texas Government Code, provides that a municipality, such as the City, is a "local government" for purposes of the Interlocal Cooperation Act, which Act has been codified as Chapter 791, as amended, Texas Government Code ("Chapter 791").

E. Section 791.003(4)(A), Texas Government Code, provides that a political subdivision of the State of Texas, such as the MDD, is a "local government" for purposes of Chapter 791.

F. Section 791.011(a), Texas Government Code, provides that "[a] local government may contract or agree with another local government ... to perform governmental functions and services in accordance with [Chapter 791]."

G. The Parties desire to enter into this Agreement to authorize the City to provide, administer, and implement tax abatements, economic incentives, and related programs funded in whole or in part by the MDD's sales and use tax revenues, without the necessity of further action or approval by the MDD Board, in furtherance of the economic and community development purposes of the MDD and the City.

H. The adoption of this Agreement is found and determined to be in the best interest of the residents of the City and in furtherance of the public purposes of both the City and the MDD.

ACCORDINGLY, in consideration of the foregoing, the Parties agree as follows:

SECTION 1: AGREEMENT OF THE PARTIES

A. Authorization

The MDD hereby authorizes the City to provide, administer, and implement abatements or economic development incentives related to and funded from MDD Sales and Use Tax Revenues. The City may approve and execute any such abatement or economic incentive, including entering into any related agreement with a third party, without the necessity of any further action, approval, resolution, or vote by the MDD Board.

2. Scope

The City is authorized to:

(a) negotiate, approve, and execute tax abatement agreements and economic development incentive agreements funded in whole or in part by MDD Sales and Use Tax Revenues;

(b) grant rebates, reimbursements, or other economic incentives to eligible persons or entities using MDD Sales and Use Tax Revenues, as permitted by applicable law;

(c) take all actions necessary or convenient to carry out the purposes of this Agreement; and

(d) take any other action authorized by applicable law in furtherance of the economic development purposes of the MDD.

3. No Further MDD Board Action Required

Any action taken by the City Council in approving an abatement or economic incentive under this Agreement shall be deemed to constitute action by both the City and the MDD Board, and no separate or additional resolution, approval, or meeting of the MDD Board shall be required

4. Entire Agreement

This Agreement contains the entire agreement between the Parties pertaining to the subject matter hereof and fully supersedes all prior agreements and understandings between the Parties pertaining to such subject matter.

5. Incorporation of preamble and recitals

The recitals contained in the preamble are found to be true, and such recitals are made a part of this Agreement for all purposes and are adopted as a part of the judgment and findings of the respective governing body of each Party.

6. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

7. Appropriations

The Parties acknowledge that obligations under this Agreement are payable only from funds appropriated or available for the purpose of this Agreement, consistent with applicable law.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date and year last written below.

CITY OF BAYTOWN

_____
JASON E. REYNOLDS
City Manager

ATTEST:

_____
ANGELA JACKSON
City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND
City Attorney

BAYTOWN MUNICIPAL DEVELOPMENT DISTRICT

_____
CHARLES JOHNSON
President

ATTEST:

_____
ANGELA JACKSON
Assistant Secretary

APPROVED AS TO FORM:

_____
SCOTT LEMOND
General Counsel

CITY COUNCIL MEETING 7. g.

Meeting Date: 05/14/2026

Subject: Budget amendment regarding the purchase of medical equipment and supplies for the new medic unit

Prepared for: Kenneth Dobson, Fire **Prepared by:** Ryan Tucker, Fire

Department: Fire

Information

ITEM

Consider an ordinance approving an amendment to the Baytown Fire Control, Prevention, and Emergency Medical Services District's Fiscal Year 2025-26 budget to transfer monies from Account Line for Motor Vehicles (32007020-56800) to Minor Tools & Equipment Supplies (32007020-52005) for the purchase of medical equipment for the new medic unit.

PREFACE

The proposed ordinance approves an amendment to transfer $50,000.00 from the Baytown Fire Control, Prevention, and Emergency Medical Services District's Fiscal Year 2025-26 budget account line for Motor Vehicles (32007020-56800) to Minor Tools & Equipment Supplies (32007020-52005) for the purchase of medical equipment and supplies for the new medic unit, Medic 1.

This budget amendment was approved by the FCPEMSD board at the April 21, 2026 meeting.

Fiscal Impact

Fiscal Year:	2025-2026
Acct Code:	32007020-56800
Source of Funds (Operating/Capital/Bonds):	Capital
Funds Budgeted Y/N:	Y
Amount Needed:	$50,000.00
Fiscal Impact (Additional Information):	

Attachments

Ordinance Approving Budget Amendment of FCPEMS Transer Funds from Motor Vehicles to Minnor Tools & Equipment Supplies for the Purchase of Medical Equipment for New Medic Unit

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPROVING A CHANGE IN THE BAYTOWN FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT'S FISCAL YEAR 2025-2026 BUDGET FOR MUNICIPAL PURPOSES TO TRANSFER FUNDS FROM MOTOR VEHICLES (32007020-56800) TO MINOR TOOLS & EQUIPMENT SUPPLIES (32007020-52005) IN AN AMOUNT NOT TO EXCEED FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00) FOR THE PURCHASE OF MEDICAL EQUIPMENT AND SUPPLIES FOR THE NEW MEDIC UNIT, MEDIC 1; MAKING OTHER REPRESENTATIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown hereby approves changes in the Baytown Fire Control, Prevention, and Emergency Medical Services District's Fiscal Year 2024-2025 budget for municipal purposes to transfer FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00) from Motor Vehicles (32007020-56800) to Minor Tools & Equipment Supplies (32007020-52005) for the purchase of medical equipment and supplies for the new medic unit, Medic 1.

Section 2: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown, Texas.

INTRODUCED, READ and PASSED, by the affirmative vote of the City Council of the City of Baytown this the 14th day of May, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

CITY COUNCIL MEETING 7. h.

Meeting Date: 05/14/2026
Subject: Consider an ordinance authorizing an Industrial District Agreement between the City of Baytown and Air Products, LLC.
Prepared for: Brian Moran, Administration
Prepared by: Estefania Salazar, Administration
Department: Administration

Information

ITEM

Consider an ordinance authorizing an Industrial District Agreement between the City of Baytown and Air Products, LLC.

PREFACE

The City of Baytown and Air Products, LLC previously entered into an Industrial District Agreement. The current agreement is expiring, and both parties wish to continue their relationship under the City's current IDA policy. Approval will authorize an IDA and ensure continued compliance with City policy and agreement terms, as well as revenue stability.

Fiscal Impact

Fiscal Year:
Acct Code:
Source of Funds (Operating/Capital/Bonds):
Funds Budgeted Y/N:
Amount Needed:
Fiscal Impact (Additional Information):
None.

Attachments

Ordinance Authorizing IDA with Air Products
Exhibit A--Air Products, LLC IDA

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AND THE CITY CLERK TO ATTEST TO THE RENEWAL OR EXTENSION OF THE INDUSTRIAL DISTRICT AGREEMENT WITH AIR PRODUCTS, LLC; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of Baytown, Texas, hereby authorizes and directs the Mayor and City Clerk of the City of Baytown to execute and attest an Industrial District Agreement with Air Products, LLC. A copy of said agreement is attached hereto, marked Exhibit "A" and incorporated herein for all intents and purposes.

Section 2: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City council of the City of Baytown, this 14th day of May, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

Industrial District Agreement

This Industrial District Agreement ("Agreement") is made and entered into between the City of Baytown, Texas, a municipal corporation in Harris and Chambers Counties, Texas, hereinafter also referred to as "Baytown" or "City," and Air Products, LLC, hereinafter referred to as "Property Owner." In consideration of the promises and of the mutual covenants and agreements herein contained, it is agreed by and between the City and Property Owner as follows:

I.
Parties

This Agreement is made under the authority of Texas Local Government Code Annotated §42.044 (Vernon 1993), article XI, §5 of the Texas Constitution and other applicable law. The parties to the Agreement and their addresses are:

1. The "City"

   City of Baytown
   Attn: City Manager
   P.O. Box 424
   Baytown, TX 77522

   Copy to:

   City of Baytown
   Attn: City Attorney
   P.O. Box 424
   Baytown, TX 77522

2. The "Property Owner"

   Air Products, LLC
   1940 Air Products Blvd
   Allentown, PA 18106-5500

   Tax Statement Address:

   Air Products, LLC
   Attn: Tax Dept
   1940 Air Products Blvd
   Allentown, PA 18106-5500

II.
Identification of Property and Industrial District

This Agreement includes provisions concerning certain real estate and tangible personal property owned or leased by the Property Owner. Real estate located outside the corporate limits of the City is sometimes referred to herein as the "affected area," and it is described in Exhibit A, which is attached to this Agreement and made a part hereof. Acting pursuant to the above mentioned authority, the City Council of the City has by ordinance, designated the affected area

as an industrial district, the same to be known as Baytown Industrial District No. 1 (the "Industrial District").

III.
Term

The term of this Agreement is fifteen tax years, from 2026 through 2040, unless it is sooner terminated under the provisions hereof. This Agreement shall be effective and binding on the parties hereto upon execution hereof on behalf of the parties to this Agreement and shall remain in effect for fifteen years. This Agreement supersedes any prior existing agreements between the Property Owner and the City relating to the subject matter specific to the term hereof.

IV.
Limited Immunity from Annexation by the City

In consideration of the obligations of the Property Owner herein set forth, the City hereby guarantees for the term of this Agreement the immunity of the affected area from annexation of any type by the City except for such parts of the affected property as may be necessary to annex property owned by third parties within the Industrial District that the City may decide to annex. Additionally, this Agreement shall not affect the continuation of any limited purpose annexation status to which the affected area is now subject.

V.
Industrial District Payment

As part of the consideration for the City's undertakings as set forth above, the Property Owner agrees to pay to the City on or before December 31st of each year during the term hereof a sum of money equal to: the Base Value Industrial District Payment plus the Added Value Industrial District Payment. The sum of the Base Value Industrial District Payment plus the Added Value Industrial District Payment shall be referred to as the Industrial District Payment.

A.
Base Value Industrial District Payment

The Base Value Industrial District Payment shall be calculated as follows:

(1) the fair market value as agreed to and stipulated by the parties to be as follows for each year indicated:

Year	Base Value
2026	$28,183,735.00
2027	$28,183,735.00
2028	$28,183,735.00
2029	$28,183,735.00
2030	$28,183,735.00
2031	$28,183,735.00
2032	$28,183,735.00

2033	$28,183,735.00
2034	$28,183,735.00
2035	$28,183,735.00
2036	$28,183,735.00
2037	$28,183,735.00
2038	$28,183,735.00
2039	$28,183,735.00
2040	$28,183,735.00

hereinafter referred to as the "Base Value," multiplied by

(2) the property tax rate per $100.00 of assessed valuation adopted by the City Council for the City, multiplied by the applicable Yearly Payment Rate as detailed below:

TAX YEAR	YEARLY PAYMENT RATE
2026	.66
2027	.66
2028	.66
2029	.66
2030	.66
2031	.66
2032	.66
2033	.66
2034	.66
2035	.66
2036	.66
2037	.66
2038	.66
2039	.66
2040	.66

plus

(3) the value of the situs inventory, which is the personal property and inventory stored or held on or within the affected property which is not owned by the Property Owner, as assessed each year by the Chambers County Appraisal District, multiplied by

(4) the property tax rate per $100.00 of assessed valuation adopted by the City Council for the City and multiplied by the applicable Yearly Payment Rate as detailed below:

TAX YEAR	YEARLY PAYMENT RATE
2026	.66
2027	.66
2028	.66
2029	.66
2030	.66
2031	.66
2032	.66
2033	.66
2034	.66
2035	.66
2036	.66
2037	.66
2038	.66
2039	.66
2040	.66

On or before February 1st of each contract year during the term of this Agreement, the Property Owner shall file separate written information reports with the City's Director of Finance stating the name and address of each person to whom the Property Owner leased or other provided storage space on

(1) January 1st of the current contract year and

(2) September 1st of the preceding year.

Additionally, if the Property Owner on or before July 1st of each year certifies under oath that the Property Owner has required the owner of the situs property to make the payment to the City for the portion of the Base Value Industrial District Payment calculated pursuant to subsection (3) and (4) this Subsection A, the City shall invoice such owner for that amount. However, nothing herein shall be construed so as to relieve the Property Owner from making the full Industrial District Payment on or before December 31st of each year should the owner of the situs property fail to timely pay that portion of the Base Value Industrial District Payment calculated pursuant to subsection (3) and (4) this Subsection A.

B.
Added Value Industrial District Payment

The Added Value Industrial District Payment shall be calculated as follows:

(1) the fair market value as determined by the City, of all of the Property Owner's land and all other tangible property, real, personal or mixed, within the affected area on

January 1 of each year in which an Industrial District Payment is due hereunder minus the Base Year Value, hereinafter referred to as the "Added Value" multiplied by

(2) the property tax rate per $100.00 of assessed valuation adopted by the City Council for the City for each year of the term of this Agreement, multiplied by the applicable added value industrial district payment rate detailed below.

The applicable Added Value Industrial District Payment Rate shall be determined using the following chart:

TAX YEAR	ADDED VALUE INDUSTRIAL DISTRICT PAYMENT RATE
2026	.66
2027	.66
2028	.66
2029	.66
2030	.66
2031	.66
2032	.66
2033	.66
2034	.66
2035	.66
2036	.66
2037	.66
2038	.66
2039	.66
2040	.66

If the formula used in calculating the Added Value Industrial District Payment produces a negative number, then the Added Value Industrial District Payment shall be $0.00.

VI.
Valuations and Collections

A.
Generally

The parties hereto recognize that said Harris County Appraisal District is not required to appraise for the City the land, improvements, and tangible property, real or mixed, in the affected area, which is not within the corporate limits of the City, for the purpose of computing the payments hereunder. For the purpose of providing a procedure for determining and collecting the amounts payable by the Property Owner hereunder, there are hereby adopted and made a part hereof all provisions of the Constitution and statutes of the State of Texas pertaining to ad valorem

taxation as amended throughout the term of this Agreement (including, in particular, the Texas Property Tax Code), except, however, that (i) to the extent that any of such provisions would require the assessment of the Property Owner's property on an equal and uniform basis with property in the general corporate limits of the City, the provisions of this Agreement will control where in conflict with the provisions of such laws and (ii) the income method of appraisal as described in Section 23.012 of the Texas Property Tax Code shall not be limited to only properties for which a rental market exists. Specifically, nothing contained herein shall limit the income method of appraisal specified in Section 23.012 of the Texas Property Tax Code to only properties for which a rental market exists, instead if such method is used, the chief appraiser shall:

1. use income and expense data pertaining to the property, if possible and applicable;
2. make any projections of future income and expenses only from clear and appropriate evidence;
3. use data from generally accepted sources in determining an appropriate capitalization rate; and
4. determine a capitalization rate for income-producing property that includes a reasonable return on investment, taking into account the risk associated with the investment.

The parties agree that the fair market value of the Property Owner's land, improvements, and tangible property subject to Subsections B and C of this section shall be determined in accordance with the market value computation contemplated in the Texas Property Tax Code for the purpose of calculating the Property Owner's payment under this Agreement on properties annexed or disannexed subsequent to the commencement of this Agreement. The City may choose to use the appraised value as finally determined by the Harris County Appraisal District (or through administrative or judicial appeal of the Harris County Appraisal District's determination), or by appraisal conducted by an independent appraiser of the City's selection at the City's expense. The determination of fair market values by the City shall be final and binding unless the Property Owner within thirty (30) days after receipt of the City's determination petitions for a Declaratory Judgment to the Civil District Court of Harris County, Texas, as provided for by Section XIII hereof. Nothing contained herein shall ever be construed as in derogation of the authority of the Harris County Appraisal District to establish the appraised value of land, improvements, and tangible personal property in the annexed portion for ad valorem tax purposes.

B.

Adjustment of Base Value for Property Inside the Corporate Limits but Subsequently Disannexed

Land, improvements and tangible property, real or mixed, of the Property Owner, which is disannexed from the corporate limits of the City during the term of this Agreement, shall become part of the affected area immediately upon disannexation. The value for such disannexed land, improvements and tangible property, real or mixed shall be determined as described in Subsection A of this Section based upon the year in which the property is disannexed and shall be added to the Base Value specified in Article V each year after the disannexation for purposes of payment hereunder.

C.

Adjustment of Base Value for Property Outside the Corporate Limits but Subsequently Annexed

Land, improvements and tangible property, real or mixed, of the Property Owner, which is annexed into the corporate limits of the City during the term of this Agreement, shall be removed from the affected area the year after the annexation. The value for such annexed land, improvements and tangible property, real or mixed shall be determined as described in Subsection A of this Section based upon the year in which the property is annexed and shall be subtracted from the Base Value specified in Article V each year after the annexation for purposes of payment hereunder.

D.

Statements

The City shall mail one statement to the Property Owner on or about December 1 of each year showing the total amount due on December 31 of such year pursuant to this Agreement. Such statement shall be mailed to the "Tax Statement Address" noted in this Agreement. Any amounts due on December 31 that are not paid when due shall become delinquent on January 1 of the following year. Provided, however, if the tax statement is mailed after December 10, the delinquency date is postponed to the first day of the next month that will provide a period of at least 21 days after the date of mailing for payment of the amount due. Delinquent amounts shall be immediately subject to the same penalties, interest, attorneys' fees and costs of collection as recoverable by the City in the case of delinquent ad valorem taxes. The City shall have a lien upon the Property Owner's land within the affected area upon any delinquency in the Industrial District Payment.

E.

Valuation Contests

If any differences concerning the appraised values shall not have been finally determined by the due date of the Property Owner's payment hereunder and the Property Owner is pursuing through a declaratory judgment action as specified in Subsection A, the Property Owner shall, without prejudice to such action, pay to the City by December 31 of each year (subject to the exception in the preceding paragraph for statements mailed after December 10), such amount as is provided in the Texas Property Tax Code, as amended throughout the term of this Agreement, for payments made under such conditions by owners of property within the general corporate limits of the City subject to ad valorem taxation. Any refund payable by the City to the Property Owner hereunder shall be paid within 60 days after receipt by the City of both Harris County Appraisal District's form notification that the appraised value of the property has been reduced and a written refund request by the Property Owner; if not paid timely, the refund amount shall bear interest at the rate specified in Section 2251.025 of the Texas Government Code beginning 60 days after the City received both the Property Owner's written refund request and the Harris County Appraisal District's formal notification that the appraised value of the property has been reduced.

VII.
Compliance with Law

The City and the Property Owner mutually recognize that the health and welfare of Baytown residents require adherence to high standards of quality in the air emissions, water effluents and noise, vibration and toxic levels of those industries located in the Industrial District, and that development within the District may have an impact on the drainage of surrounding areas. To this end, the Property Owner and the City agree that the same standards and criteria relative to noise, vibration and toxic levels and drainage and flood control which are adopted by the City and made applicable to portions of the City adjacent to the Industrial District shall also be applicable to the affected area. The Property Owner agrees that any industrial or other activity carried on within the affected area will be constructed in strict compliance with all applicable valid state and federal air and water pollution control standards. If the Property Owner's property within the affected area is subject to the Occupational Safety and Health Act, 29 U.S.C. 65, et seq., as amended, then the Property Owner shall undertake to ensure that its facilities and improvements in the affected area comply with the applicable fire safety standards of such act and the resolutions from time to time promulgated hereunder (the "OSHA Standards"), but there shall be no obligation to obtain any permits of any kind from the City in connection with the construction, operation or maintenance of improvements and facilities in the affected area not located within the corporate limits of the City. Nonetheless, the Property Owner agrees that any structure built within the affected area shall be built in accordance with the building code adopted by the City in effect at the time of construction.

The City and the Property Owner recognize that activities in the City's industrial districts are subject to regulation by other governmental entities, including the state and federal governments and their various departments and agencies. The City and the Property Owner also recognize that the City may have an interest in activities in the City's industrial districts that are regulated by other governmental entities. Nothing in this Agreement is intended to limit the City's right and authority to communicate its interest in, or opposition to, those activities to the applicable regulatory agencies or to participate, to the extent allowed by law, in any related administrative or judicial proceeding.

VIII.
Inspections

The Chief Appraiser of the Harris County Appraisal District and the City or its independent appraiser shall have the same right to enter and inspect the Property Owner's premises and the same right to examine the Property Owner's books and records to determine the value of the Property Owner's properties as are provided in the Texas Property Tax Code as amended.

IX.

Default

A.
Default by Property Owner

In the event of default by the Property Owner in the performance of any of the terms of this Agreement, including the obligation to make the payments above provided for, the City shall have the option, if such default is not fully corrected within sixty (60) days from the giving of written notice of such default to the Property Owner to either (i) declare this Agreement terminated or (ii) continue the term of this Agreement and collect the payments required hereunder. Notwithstanding any to the contrary contained herein, should the City determine the Property Owner is in default according to the terms and conditions of Section VII hereof, the City shall notify the Property Owner in writing by U.S. Mail, certified return receipt requested, at the address stated in this Agreement, and if such default is not cured within sixty (60) days from the date of such notice (the "Cure Period") then such failure to cure shall constitute a material breach of this Agreement; provided that, in the case of a default under Section VII for causes beyond the Property Owner's control that cannot with due diligence be cured within such sixty (60) day period or in the event that the failure to cure results from ongoing negotiations with federal or state officials, administrative proceedings or litigation regarding the necessary cure steps, then the cure period shall be extended until such negotiations, administrative proceedings or litigation are concluded.

B.
Default by City

In the event of default by the City, the Property Owner may, if such default is not fully corrected within 60 days from giving written notice of such default to the City, terminate this Agreement. Upon such termination, both the Property Owner and the City shall be relieved of all further obligations hereunder, but the Property Owner shall not be relieved of the obligation to pay any amounts that accrued prior to such termination. In the event of termination, the City shall have the right to repeal the ordinance designating the affected area as an industrial district. Provided, however, if the termination occurs as a result of the City's exercising its option to terminate (as provided in the first sentence of this Section IX), the City shall not have the right to annex the affected area into the general corporate limits of the City so as to subject the affected area to ad valorem taxes for any part of the period covered by the Property Owner's last payment hereunder.

X.

Notice

Any notice to the Property Owner or the City concerning the matters to which the Agreement relates may be given in writing by registered or certified mail addressed to the Property Owner or the City at the appropriate respective addresses set forth on the cover page of this Agreement. Any such notice in writing may be given in any other manner. If given by registered or certified mail, the notice shall be effective when mailed. With the exception of annual bills for payments due herein, notice given in any other manner shall be effective when received by the Property Owner or the City, as the case may be.

XI.
No Further Expansion of Taxing Jurisdiction

Nothing herein contained shall be construed to change or enlarge the jurisdiction, power or authority of the City over or with respect to the affected area as prescribed by applicable law, except as specifically provided in this Agreement. The Property Owner shall not be obligated by virtue of this Agreement, or the establishment of the industrial district covering the affected area not within the corporate limits of the City, to make any payments to the City in the nature of a tax or assessment based upon the value of the Property Owner's property in the affected area during the term of this Agreement other than the payments specified herein. Specifically, the Property Owner shall not be liable for any City taxes within the affected area, including, without limitation, City ad valorem taxes on taxable property within the affected area.

XII.
Reimbursement for Services

If the Property Owner requests and receives mutual aid firefighting assistance and is a member of Channel Industries Mutual Aid organization ("CIMA") or similar organization, the Property Owner shall reimburse the City for costs incurred by the City in providing fire protection services to the Property Owner as shall be provided in the charter, bylaws and agreements pursuant to which CIMA or such similar organization is organized and operates. If the Property Owner requests and receives mutual aid firefighting assistance and is not a member of CIMA or a similar organization, then the Property Owner shall be required to reimburse the City for costs actually expended by the City in providing any firefighting assistance to the Property Owner, including chemical and personnel costs.

XIII.
Declaratory Judgment Action

If any disagreement arises between the parties concerning the interpretation of this Agreement, it is agreed that either of the said parties may petition any Civil District Court of Harris County, Texas, for a Declaratory Judgment determining said controversy and the cause shall be tried as other civil causes. If the controversy affects an Industrial District Payment, the Property Owner shall, pending final determination of said controversy, pay to the City on the due date the same amount which was paid to the City for the last preceding period as to which there was no controversy concerning the amount owed by the Property Owner to the City. The Property Owner agrees to tender any additional amount of potential liability to the registry of the Civil District Court, Harris County, Texas, pending final determination of the controversy beyond any further appeal.

XIV.
Assignment

This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit the Property Owner and the City only. If the Property Owner conveys all or any part of the property then covered hereby, the Property Owner shall notify the City within 30 days of the conveyance and shall thereafter cease to be obligated with respect to the property so conveyed and

the Base Value shall be apportioned between the Property Owner and the grantee based upon the property conveyed, only if the grantee thereof enters into an Industrial District Agreement with the City with respect to such property so conveyed. No right or obligation under this Agreement may be sold, assigned or transferred.

XV.
Authority

The Property Owner covenants that it has the authority to enter into this Agreement by virtue of being either the legal or equitable owner of a possessory estate (including a leasehold estate) in the land comprising the affected area, which will not terminate before the expiration date of this Agreement. Additionally, the officers executing this Agreement on behalf of the parties hereby represent that such officers have full authority to execute this Agreement and to bind the party he represents.

XVI.
No Municipal Services

It is agreed that during the term of this Agreement, the City is under no obligation to provide any governmental, proprietary or other municipal services to the affected area. Specifically, but without limitation, it is agreed that the City shall not be required to furnish (1) sewer or water service, (2) police protection, (3) fire protection (4) road or street repairs, and (5) garbage pickup service.

XVII.
Severability

If any provision of this Agreement, or any covenant, obligation or agreement contained herein, including, without limitation, that term hereof, is determined by a court to be invalidated or unenforceable, such provision, covenant, obligation or agreement shall be reformed so as to comply with applicable law. If it is not possible to so reform such provision, covenant, obligation or agreement, such determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. Provided, further that such invalidity or unenforceability shall not affect any valid and enforceable provision thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law. Notwithstanding the above, if the application of this Section XVII requires reformation or revision of any term that removes or materially diminishes the obligation of the Property Owner to make the payments to the City described herein (except in the event of a reformation that shortens the term of this Agreement), the City shall have the option to declare this Agreement terminated.

XVIII.
Complete Agreement

This Agreement contains all the agreements of the parties relating to the subject matter hereof and is the full and final expression of the agreement between the parties.

XIX.
Non-waiver

Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing thereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by an appropriate remedy, strict compliance with any other obligation hereunder to exercise any right or remedy occurring as a result of any future default or failure of performance.

XX.
Ambiguities

In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

XXI.
Headings

The headings appearing at the first of each numbered section in this Agreement are inserted and included solely for convenience and shall never be considered or given any effect in construing this Agreement or any provision hereof, or in connection with the duties, obligations or liabilities of the respective parties hereto or in ascertaining intent, if any question of intent should arise.

XXII.
Choice of Law: Venue

This Agreement shall in all respects be interpreted and construed in accordance with and governed by the laws of the State of Texas and the City, regardless of the place of its execution or performance. The place of making and the place of performance for all purposes shall be Baytown, Harris County, Texas.

XXIII.
Agreement Read

The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed in multiple counterparts on behalf of the Property Owner this 28th day of April, 2026, and on behalf of the City this ___ day of _____, 2026.

AIR PRODUCTS, LLC

By: _____

Benjamin M. Hussa
Printed ~~Name~~

Vice President and Treasurer
Title

Commonwealth Pennsylvania
~~STATE~~ OF ~~TEXAS~~ §
§
COUNTY OF Lehigh §

Before me, Melissa Marie Koch, the undersigned notary public, on this day personally appeared Benjamin M. Hussa, the Vice President and Treasurer of Air Products, LLC, the owner of the affected property, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes, in the capacity, and for the consideration therein expressed.

SUBSCRIBED AND SWORN before me this 28th day of April, 2026.

Melissa Marie Koch
Notary Public in and for the ~~State~~ of ~~Texas~~ Pennsylvania
Commonwealth

Commonwealth of Pennsylvania - Notary Seal
Melissa Marie Koch, Notary Public
Lehigh County
My commission expires November 1, 2027
Commission number 1157091
Member, Pennsylvania Association of Notaries

CITY OF BAYTON

Charles Johnson, Mayor

ATTEST:

Angela Jackson, City Clerk

APPROVED AS TO FORM:

Scott Lemond, City Attorney

Teresa McKenzie, Finance Director

EXHIBIT "A"

AIR PRODDCTS, L.». 53 I "68-0420

FN1180
PBS&J Job No. 460047-01
January 5, 2000
Page 1^2 Pages

ATTACHMENT 1

METES AND BOUNDS DESCRIPTION OF
18.7415 ACRES (816,380 SQ. FT.) 3NTHE
WILLIAM SCOTT UPPER LEAGUE, A-66
HAJRSIS COUNTY, TEXAS

Being a parcel of land containing 18.7415 acres or 816,380 square feet, more or less, situated in the pv William Scott Upper League. Abstract Number *66,* Harris County, Texas, said 18.7415 acre parcel being \JJ out of a called 53 990«acr~e tract described as Parcel B in a deed from ASHLAND OIL, Inc. to EXXON Corporation dated December 14, 1977 and recorded under File Number F42482S, Fita Code Number 183-19-1036 of the Harris County Official Public Records of Real Property (H.C.OJJLR.P.) and out of the residue of a called 533.35 acre tract of land described in a deed from Stuart A. Giraud to HUMBLE OIL & REFINING Company (now EXXON Corporation) dated July 24, 1936 and recorded m Volume 1020 Page 460 of the Harris County Deed Records (H.CD.K), said 18.7415 acre parcel of land being more particularly described by metes and bounds as follows with all bearings referenced to the Exxon Baytown Chemical Plant Coordinate System and based on monumentation provided by Exxon:

COMMENCING at a 1-1/2-inch iron pipe (N = 3068.77, E = 74029) found for an angleipoint inthe easterly line of a called 8.194 acre pipeline corridor (100 feet wide) described m a deed to EXXON PIPELINE Company under File Number C792423, Film Code Number 098-25-1194 of the said H.C.O.P JLILP. and in Volume 7369, Page 65 of the said H.C.D.R., thence as follows;

* North 02°56'34" West (called North 01°07'24" West), along the easterly line of said called 8.194 ' acre pipeline corridor, at a distance of 227.94 feet passing a 1-1/2-inch iron pipe found for the southwesterly corner of said called 53.990 acre tract, continuing in all for a distance of 396.57 feet to a point for corner,

North 87°03'26" East, a distance of 101.06 feet to the POINT OF BEGINNING of the herein described parcel;

THENCE North 90°00W East, at a distance of 114.14 feet passing the northwest .comer (N = 3470.00, E = 935 00) of a 16 *141 acre tract (as prepared by PBS&J, Job No. 19151-01, dated March 31, 1998 and stamped bv Richard R. Dorr, Texas Registration No. 4780), continuing in all a distance of 829.14 feet to a point being the northeast comer (N = 3470.00, E = 1650.00) of said 16.4141 acre tract and the northeast corner of herein described parcel;

THENCE South 00°00W East, along the east line of said 16.4141 acre tract, a distance of 1000.00 feet. to a point being the southeast comer (N - 2470.00, E = 1650.00) of said 16.4141 acre tract and the southeast corner of herein described parcel;

THENCE South 90°00'00" West, along the south line of said 16.4141 acre tract, at a distance of 715.00 feet passing the southwest corner of said 16.4141 acre tract and the southeast comer of a proposed 30 foot wide pipeline corridor, continuing in all for a total distance of 803.62 feet to a point being the southwest comer of herein described parcel;

TEIENCE North 01°'27'43" West, a distance of 100033 feet, to the POINT OF BEGINNING of herein described parcel, containing a computed area of 18.7415 acres or 816,380 square feet, as depicted on an exhibit (DWG. No. 949) prepared by PBS&J dated September 15, 1999.

PBS&J
3200 Wilcrest, Suite 110
Houston, Texas 77042
713-781-8800



Mit PHOVBCN HCR# WMOI KSTOCTS J# SHL KNW. OR UK OTTK KSOWB REM.
nopiftn BEWS or caon on wet s «wto **> uNworctwi uca raxw uw
THE STATE OF TEXAS \
COUNTY OF HARRIS /
I heiBby certify Bui filts instrument was FILED in File Nurater Sequence on the date and a the time stamped hereon by me; and was duty RECOROE0. in the Otfictaf PutJGc Records of Real Property of Harris County Text *o.*

APR 11 2000

^^^/^./^^^^
COUNTY CLERK HARRIS
COUNTY TEXAS

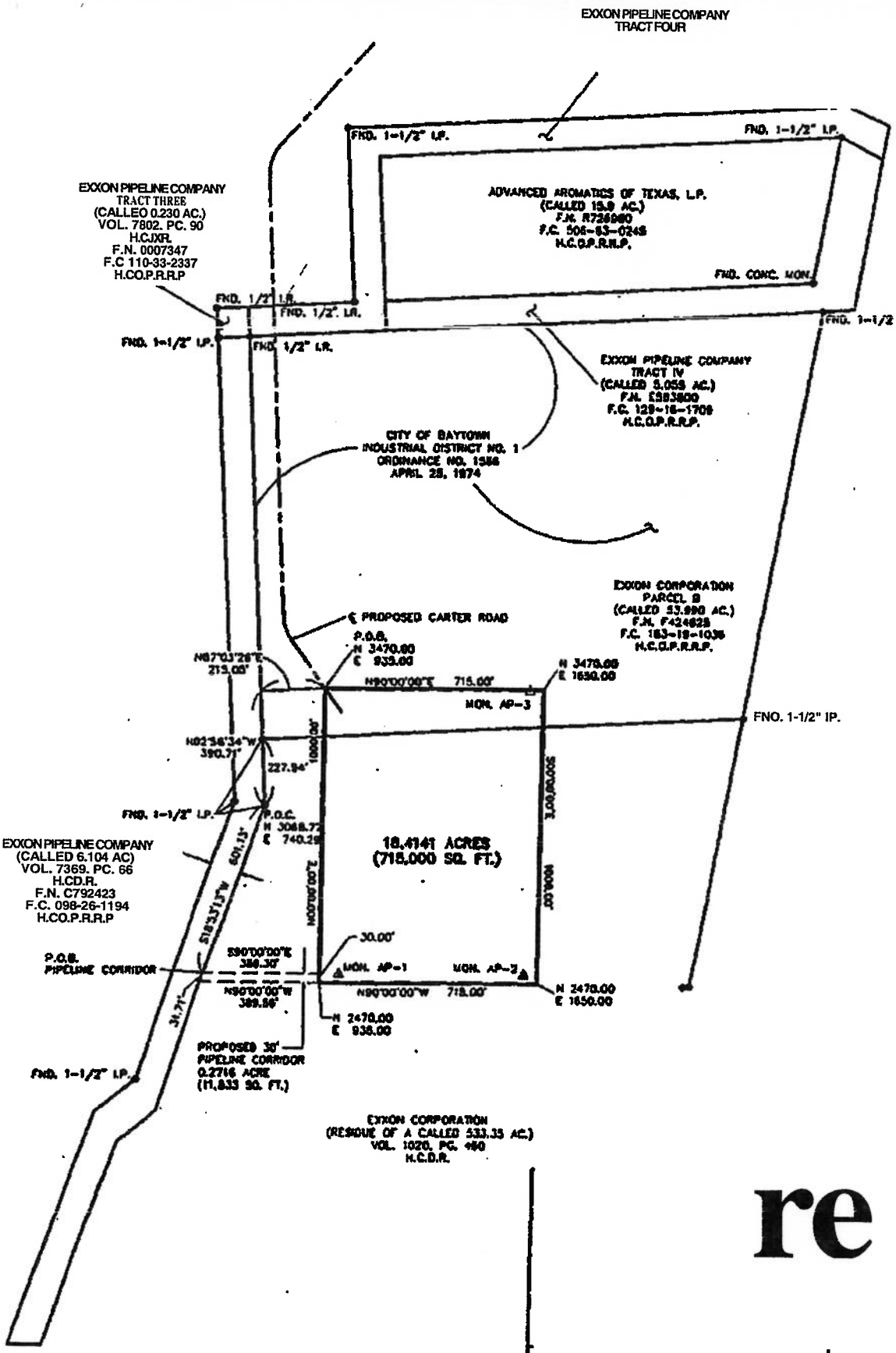
F"-^0RRECORD
8:00AM

APR 112009

«*. Hart, County, Te»a

KtCORDEfTS MfMORMOUM
AT TH^TIME OF RECORDATION. THIS INSTRUISENI WAS «JUNO TO *H* INADCQUATI FOR THF BEST PHOTOGRAPHIC MPRGDUCTKWI BECAUSE OF IILEGIBILITY. LAHGGN OR PHOTO COPY, 0I9CO10RED RA>£R £TC

Attachment 1
Paee2of2



re

J08 NO.:

FIELD BOOK

B

.L. BEARINGS ANO COORDINATES ARE REFERENCED TO THE EXXON BAYTOWN CHEMICAL PLANT
ORDINATE SYSTEM ANO BASED ON MONUMENTATION PROVIOEO BY EXXON.
dS EXHIBIT WAS PREPARED BY PeS&J IN FE6RUARY 1996 ALONG WITH A METES AND BOUNO!
SCRIPTION OF THE SUBJECT TRACT (FN1117) ANO PROPOSED PIPELINE CORRIOOR (FN1172).

(CALLED 6.247 AC)
VOL 7602. PC. 90
H.C.D.R.
F.N. D007347
F.C. 110-33-2337

H.C.O.P.R.R.P

OWC NO. 9b> REVISED MARCH 22. 1999 TO 'NCLUOE PBQPOSEO PIPELINE CORRIOOR. DRAWN 6Y: RRD FILE: 19151 .DWG

EXHIBIT 16.4141 ACRES (715,000 SQ. FT.) WILLIAM SCOTT UPPER LEAGUE, A-66 HARRIS COUNTY, TEXAS

3200 WILCREST, SUITE **110**
HOUSTON, TEXAS 77042
(713) 783-7238 FAX **(713) 781-5210**

SCALE: 1" -=

DATE:

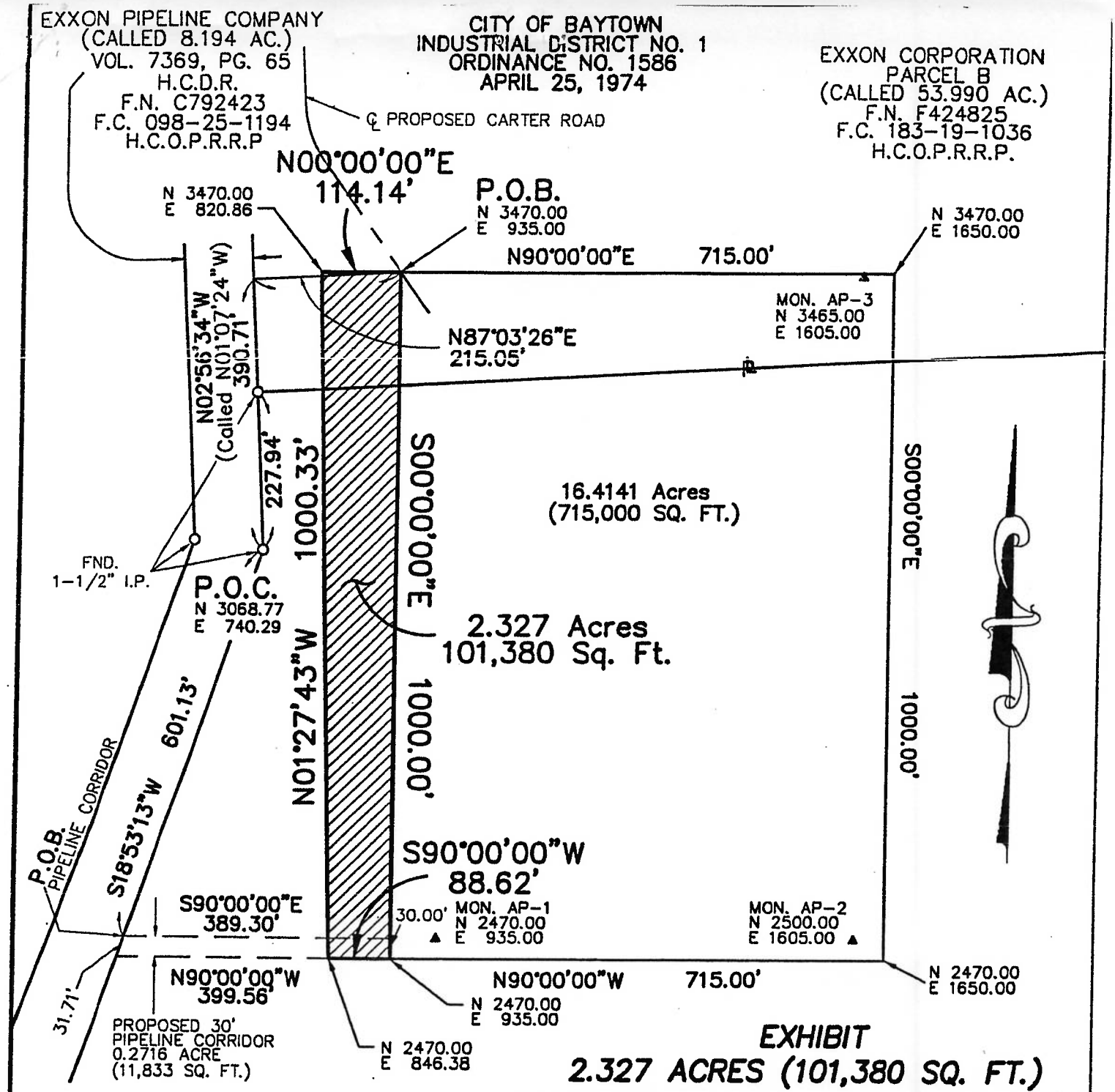


EXHIBIT
2.327 ACRES (101,380 SQ. FT.)
WILLIAM SCOTT UPPER LEAGUE, A-66
HARRIS COUNTY, TEXAS

EXXON CORPORATION
(RESIDUE OF A
CALLED 533.35 AC.)
VOL. 1020, PG. 460
H.C.D.R.

NOTES:
1. ALL BEARINGS AND COORDINATES ARE REFERENCED TO THE EXXON BAYTOWN CHEMICAL PLANT COORDINATE SYSTEM AND BASED ON MONUMENTATION PROVIDED BY EXXON.
2. THIS EXHIBIT WAS PREPARED WITH REFERENCE TO A 16.4141 ACRE EXHIBIT, PBS&J DRAWING 19151.DWG, DATED MARCH 31, 1998.
3. THIS EXHIBIT WAS PREPARED BY PBS&J IN CONJUNCTION WITH A METES AND BOUNDS DESCRIPTION OF THE PARCEL (FILE NO. FN1178) DATED AUGUST 31, 1999.

PBS&J
3200 WILCREST, SUITE 110
HOUSTON, TEXAS 77042
(713) 781-8800 FAX (713) 781-5210

SCALE: 1" = 200'	JOB NO.: 460047
DATE: August 31, 1999	FIELD BOOK NO.:
DRAWN BY: JEC	FILE: 460047.dwg

460047.dwg 8-31-99 10:35:58 am EST

Baytown 2

5503 West Baker Road, Baytown, TX 77520

Business Personal Property Account # 0892810

Real Property Account # 041-022-002-0395



CITY COUNCIL MEETING 7. i.

Meeting Date: 05/14/2026
Subject: Consider an ordinance authorizing a Legal Services Retention Agreement with Baker Botts, LLC
Prepared for: Miriam Schoen, Legal **Prepared by:** Miriam Schoen, Legal
Department: Legal

Information

ITEM

Consider an ordinance authorizing a Legal Services Retention Agreement with Baker Botts, LLC in an amount not to Exceed $65,000.00.

PREFACE

Consider an ordinance authorizing a Legal Services Retention Agreement with Baker Botts, LLC in an amount not to Exceed $65,000.00.

Fiscal Impact

Fiscal Year:	2026
Acct Code:	
Source of Funds (Operating/Capital/Bonds):	
Funds Budgeted Y/N:	n
Amount Needed:	65,000.00
Fiscal Impact (Additional Information):	

Attachments

Authorizing retention of Baker Botts

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING A LEGAL SERVICES RETENTION AGREEMENT WITH BAKER BOTTS L.LC. FOR LITIGATION AND GENERAL LEGAL MATTERS AND AUTHORIZING FUNDING FOR THE ENGAGEMENT OF BAKER BOTTS, L.L.P., IN AN AMOUNT NOT TO EXCEED SIXTY-FIVE THOUSAND AND NO/100 DOLLARS ($65,000.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown, Texas, hereby ratifies and authorizes a Legal Services Retention Agreement with Baker Botts, L.L.C., for litigation and general legal matters. A copy of said agreement is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

Section 2: That the City Council of the City of Baytown, Texas, hereby authorizes funding for the engagement of Baker Botts, L.L.P., for litigation and general legal matters in an amount not to exceed SIXTY-FIVE THOUSAND AND NO/100 DOLLARS ($65,000.00).

Section 3: That the City Manager is hereby granted general authority to approve a decrease or an increase in costs by FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00) or less

Section 4: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ, and PASSED by the affirmative vote of the City Council of the City of Baytown this the 14th day of May, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

CITY COUNCIL MEETING 7. j.

Meeting Date: 05/14/2026

Subject: Consider an ordinance authorizing the purchase of NeoGov Software with Carahsoft Technology Corp through the OMNIA Partners Texas Region 4 Education Service Center Contract # R240303.

Prepared for: Joey Lopez, Human Resources **Prepared by:** Joey Lopez, Human Resources

Department: Human Resources

Information

ITEM

Consider an ordinance authorizing the purchase of NeoGov Software with Carahsoft Technology Corp through the OMNIA Partners Texas Region 4 Education Service Center Contract # R240303.

PREFACE

This proposed ordinance authorizes the purchase of a NeoGov benefits software platform with Carahsoft Technology Corp, in the amount of $37,140.48, utilizing the OMNIA Partners Texas Region 4 Education Service Center Contract # R240303. This NeoGov software platform will be implemented for City employees to be used in the enrollment of voluntary benefits and the transmission of those benefits to health carriers.

Fiscal Impact

Fiscal Year:	2026
Acct Code:	63006051-55001
Source of Funds (Operating/Capital/Bonds):	Operating
Funds Budgeted Y/N:	
Amount Needed:	37,140.78
Fiscal Impact (Additional Information):	

Attachments

Ordinance Authorizing Purchase of Neogov Software
Quote
Contract
Carahsoft Award Letter R230303
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PURCHASE OF NEOGOV SOFTWARE (BENEFITS MODULE) WITH CARAHSOFT TECHNOLOGY CORP., THROUGH A COOPERATIVE PURCHASING AGREEMENT WITH OMNIA PARTNERS REGION 4 EDUCATION SERVICE CENTER (ESC) CONTRACT #R240303, AND AUTHORIZING PAYMENT IN AN AMOUNT OF THIRTY- SEVEN THOUSAND ONE HUNDRED FORTY AND 48/100 DOLLARS ($37,140.48); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

WHEREAS, the City Council of the City of Baytown has approved Interlocal Agreements for cooperative purchasing with Omnia Partners; and

WHEREAS, pursuant to such agreements, the City may make purchases based upon the bids received by Omnia Partners; and

WHEREAS, Omnia Partners have taken bids and entered into a contract for the purchase of the NeoGov Software from Carahsoft Technology Corp. through Region 4 Education Service Center (ESC) Contract #R240303; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown hereby authorizes the purchase of NeoGov Software with Carahsoft Technology Corp., through a cooperative purchasing agreement with Omnia Partners Region 4 Education Service Center (ESC) contract #R240303, and authorizing payment in an amount of THIRTY-SEVEN THOUSAND ONE HUNDRED FORTY AND 48/100 DOLLARS ($37,140.48).

Section 2: That pursuant to the provisions of Texas Local Government Code Annotated §252.048, the City Manager is hereby granted general authority to approve any change order involving a decrease or an increase in costs of FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00) or less, provided that the original contract price may not be increased by more than twenty-five percent (25%) or decreased by more than twenty-five percent (25%) without the consent of the contractor to such decrease.

Section 3: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 14th day of May, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

Government Price Quotation

Neogov at Carahsoft

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

carahsoft.

TO:
Joey Lopez
HR Director
City of Baytown
2401 Market St
Baytown, TX 77520 USA

EMAIL: joey.lopez@baytown.org

PHONE: (281) 420-6523

FROM:
Amanda Jack
Neogov at Carahsoft
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: Amanda.Jack@carahsoft.com

PHONE: (571) 662-3064 **FAX:** (703) 871-8505

TERMS:
OMNIA Software Solutions and Services contract: R240303
Term: January 1, 2025 - December 31, 2027
FTIN:52-2189693
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Sales Tax May Apply

QUOTE NO:	64294903
QUOTE DATE:	04/13/2026
QUOTE EXPIRES:	05/31/2026
RFQ NO:	
SHIPPING:	ESD
TOTAL PRICE:	$37,140.78
TOTAL QUOTE:	$37,140.78

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE		QTY	EXTENDED PRICE
1	BE-L-1000-1249-1195	Benefits Annual License 1000-1249 FTE Governmentjobs.com, Inc. dba NeoGov - BE-L-1000-1249 Start Date: 06/01/2026 End Date: 10/31/2026	$6.7950	COOP	1,053	$7,155.14
2	BE-S-1000-1249-1195	Benefits Setup 1000-1249 FTE Governmentjobs.com, Inc. dba NeoGov - BE-S-1000-1249	$10.2393	COOP	1,053	$10,781.98
3	HR-L-1000-1249-1195	Core HR Annual License 1000-1249 FTE Governmentjobs.com, Inc. dba NeoGov - HR-L-1000-1249 Start Date: 06/01/2026 End Date: 10/31/2026	$7.9978	COOP	1,053	$8,421.68
4	HR-S-1000-1249-1195	Core HR Setup 1000-1249 FTE Governmentjobs.com, Inc. dba NeoGov - HR-S-1000-1249	$10.2393	COOP	1,053	$10,781.98

SUBTOTAL: $37,140.78

TOTAL PRICE: **$37,140.78**

TOTAL QUOTE: **$37,140.78**

End User Agreement Acceptance Form

Notwithstanding any other agreement entered into elsewhere between the parties, we, as the End User of NEOGOV products hereby agree to the terms and conditions contained in the End User Agreement, which can be accessed via the most recently published version (as of the date of signature below) of the Services Agreement for Customers of Resellers available at:

https://www.neogov.com/servicespecifications

We, as the End User, also agree that Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV") shall receive the benefit of the provisions of the End User Agreement as an intended third party beneficiary of the End User Agreement as if NEOGOV was a party hereto.

By: _____

Name: _____

Title: _____

Date: _____

Region 4 Education Service Center (ESC)

Contract # R240303

for

Software Solutions and Services

with

Carahsoft Technology Corporation

Effective: January 1, 2025

The following documents comprise the executed contract effective: January 1, 2025

I. Vendor Contract and Signature Form

II. Supplier’s Response to the RFP

III. [FILLER TEXT]

IV. [FILLER TEXT]

V. [FILLER TEXT]

APPENDIX A

Contract

*This Contract ("**Contract**") is made as of December 17, 2024 by and between Carahsoft Technology Corporation **Contractor**") and Region 4 Education Service Center ("**Region 4 ESC**") for the purchase of Software Solutions and Services ("the products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposal Number 24-03 for ("RFP"), to which Contractor provided a response ("**Proposal**"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("**Public Agencies**") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

1) Term of agreement. Term of agreement. The initial term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right in its sole discretion to renew the Contract for an additional term of up to two (2) years or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. Notwithstanding the forgoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued under the Contract for a period of up to one year beyond the Contract term.

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract
   ii. Offeror's Best and Final Offer
   iii. Offeror's proposal
   iv. RFP and any addenda

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e., bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

   a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

      i. Providing material that does not meet the specifications of the Contract;
      ii. Providing work or material was not awarded under the Contract;
      iii. Failing to adequately perform the services set forth in the scope of work and specifications;

iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.

d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract for a period of up to one year beyond the term of the Contract.

14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

    Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4

ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law

and standard practices to protect workers, general public and existing structures from injury or damage.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.

30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name: Carahsoft Technology Corporation

Address: 11493 Sunset Hills Road, Suite 100,

City/State/Zip: Reston, VA 20190

Telephone No.: 703.871.8500

Email Address: Sales@carahsoft.com

Printed Name: Jennifer Kanach

Title: Secretary

Authorized signature: Jennifer Kanach

Accepted by Region 4 ESC:

Contract No. _R240303

Initial Contract Term 1/1/2025 to 12/31/2027

Linda Tinnerman
Region 4 ESC Authorized Board Member

12/17/2024
Date

Linda Tinnerman
Print Name

Victor E. White
Region 4 ESC Authorized Board Member

12/17/2024
Date

Victor E. White
Print Name

24-03 Addendum 4
Carahsoft Technology Corporation
Supplier Response

Event Information

Number: 24-03 Addendum 4
Title: Software Solutions and Services
Type: Request for Proposal
Issue Date: 4/24/2024
Deadline: 6/13/2024 02:00 PM (CT)
Notes: Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

Only online proposals will be accepted. Proposals must be submitted via Region 4 ESC's online procurement system: region4esc.ionwave.net.

No manual, emailed, or faxed proposals will be accepted.

NON-MANDATORY PRE-PROPOSAL CONFERENCE

Meeting to be held on
Thursday, May 9, 2024 at 11:00 am
via ZOOM. Click here to join.

Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Procurement and Operations Specialist.

Contact Information

Address: Finance and Operations
7145 West Tidwell Road
TX 77092
Email: questions@esc4.net

Carahsoft Technology Corporation Information

Address: 11493 Sunset Hills Road, Suite 100,
Reston, VA 20190
Phone: (703) 871-8500

By submitting your response, you certify that you are authorized to represent and bind your company.

Jennifer Kanach
Signature

Proposals@carahsoft.com
Email

Submitted at 6/13/2024 11:43:01 AM (CT)

Requested Attachments

OFFER AND CONTRACT SIGNATURE FORM

Carahsofts Offer and Contract Signature Form.pdf

Please complete the Offer and Contract Signature Form, located on the Attachments tab, and upload the completed document here.

Appendix B - Terms & Conditions Acceptance Form

Carahsofts Appendix B Terms & Conditions Acceptance Form.pdf

Please complete the Terms & Conditions Acceptance Form, located on the Attachments tab, and upload the completed document here.

Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy

Carahsofts Acknowledgment and Acceptance of Region 4 ESCs Open Records Policy.pdf

Please complete the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy, located on the Attachments tab, and upload the completed document here.

Products and Pricing

Carahsofts Response to Region 4 ESCs RFP #24-03.pdf

Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Value Add

No response

Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract. Furniture can be included as a Value-Add, include any fees such as installation, delivery options, setup/cleaning, classroom design/layout, special orders, etc.

Additional Agreements Offeror will require Participating Agencies to sign.

No response

Upload any additional agreements offeror will require Participating Agencies here.

Antitrust Certification Statements

Carahsofts Antitrust Certification Statements.pdf

Please complete the Antitrust Certification Statements, located on the Attachments tab, and upload the completed document here.

Certificate of Interested Parties (Form 1295)

Carahsofts 1295 Form.pdf

Must complete the form online at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Texas Government Code 2270 Verification Form

Carahsofts Texas Government Code 2270 Verification Form.pdf

Please complete the Texas Government Code 2270 Verification Form, located on the Attachments tab, and upload the completed document here.

Diversity Program Certifications

No response

If there are any diversity programs, provide a copy of their certification.

Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Certification — *No response*

Please upload Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Certification if applicable.

Minority Women Business Enterprise Certification — *No response*

Please upload Minority Women Business Enterprise Certification if applicable.

Historically Underutilized Business (HUB) Certification — *No response*

Please upload Historically Underutilized Business (HUB) Certification if applicable.

Historically Underutilized Business Zone Enterprise (HUBZone) — *No response*

Please upload Historically Underutilized Business Zone Enterprise (HUBZone) if applicable.

Other recognized diversity certificate holder — *No response*

Please upload other recognized diversity certificate holder if applicable.

Submit FEIN and Dunn & Bradstreet report. — Carahsofts 2022 Financial Statement Paragraph - D&B Writeup.pdf

Upload FEIN and Dunn & Brandstreet report here.

OMNIA Partners - Exhibit F Federal Funds Certifications — Carahsofts Exhibit F Federal Funds Certifications.pdf

Please complete the OMNIA Partners - Exhibit F Federal Funds Certifications located on the Attachments tab and upload the completed documents here.

OMNIA Partners - Exhibit G New Jersey Business Compliance — Carahsofts Exhibit G New Jersey Business Compliance Forms.pdf

Please complete the OMNIA Partners - Exhibit G New Jersey Business Compliance forms, located on the Attachments tab, and upload the completed documents here.

Bid Attributes

1	**Oral Communication** Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal. ☑ I have read and agree.
2	**Scope of Work** Please download and thoroughly review the Scope of Work, located on the Attachments Tab. Indicate your review and acceptance below. ☑ I have read and agree.
3	**Terms and Conditions** Please download and thoroughly review the Terms and Conditions, located on the Attachments Tab. Indicate your review and acceptance below. ☑ I have read and agree.

4 **Products/Pricing - Upload on Response Attachments Tab**

Offerors shall provide pricing based on a discount from a manufacturer's price list, or fixed price, or a combination of both with indefinite quantities. Offeror may offer their complete product, and service offering as a balance of line. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apple, the different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories. The discount proposed shall remain the same throughout the term of the contract and at all renewal options. Price lists must contain the following: (if applicable)

- Manufacturer Part #
- Offeror's Part # (if different from manufacturer part #)
- Description
- Manufacturers Suggested List Price and Net Price
- Net price to Region 4 ESC (including freight)
- List all categories that you are offering

5 **Is pricing available for all products and services?**

☑ Yes

☐ No

6 **Describe any shipping charges (where applicable).**

All deliveries shall be freight prepaid F.O.B. destination and shall be included in all pricing unless otherwise clearly stated in writing.

Carahsoft understands this requirement and can confirm all pricing provided is comprehensive.

7 **Provide pricing for warranties on all products and services.**

All products and services come with an initial warranty included in the price. Additional warranties are available upon request.

8 **Describe any return or restocking fees.**

We do not offer a return policy on software and services, and by the nature of software licenses and services there are no restocking concerns.

9 **Describe customer fulfillment process.**

Carahsoft’s number one concern is providing all orders swiftly and accurately. Our customer fulfillment process includes a number of safeguards to ensure that each order is handled efficiently, and each customer is satisfied with their procurement. When a purchase order is received from the customer, a unique Carahsoft sales order number is generated. The purchase order is then entered in the accounting system where a Carahsoft purchase order is generated to submit to the vendor. After the PO is submitted and the order has been shipped, the vendor issues an invoice to Carahsoft. Once the vendor invoice is received, it generates the corresponding customer invoice. The customer’s payment is due within 30 days and payment closes out once payment of their invoice is received. Customers may place orders with Carahsoft in a variety of methods. Acceptances of physical PO, contracts, electronic orders, fax are all acceptable order methods. Please see Products and Pricing Response.

10 **Discounts or Rebates**

Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

Additional discounts can be provided on a deal-by-deal basis.

11 Verification of Contract Pricing

Describe how customers verify they are receiving Contract pricing.

Carahsoft has a representative that manages our current Omnia contract. This same representative will help manage this contract, and will help ensure that all Participating Agencies will receive the Master Agreement pricing through any distributors or reseller partners. In addition, the contract pricing will be listed for all our inhouse sales representatives to chose in our internal, custom built Customer Relationship Management Platform to ensure direct deals are properly priced according to the Master Agreement.

12 Describe invoicing process. Include payment terms and acceptable methods of payment outlining any associated fees pertaining to credit card/p-cards.

Carahsoft's preferred payment terms are Net30. Carahsoft accepts orders via purchase order, credit card (phone or web), direct invoices, customer contracts and similar, and will work with Region 4 ESC to reach an agreement on preferred forms of payment.

13 Frequency of Pricing Updates

Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

This information varies by manufacturer.

14 Future Product Introductions

Describe how future product introductions will be priced and align with Contract pricing proposed.

Carahsoft will add products and services that are in scope of the contract per the terms and conditions and discounts proposed.

15 Not to Exceed Pricing

Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary structure is not acceptable.

16 Appendix D, Exhibit A, OMNIA Partners Response for National Contract

Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

17 Appendix D, Exhibit B, OMNIA Partners Administration Agreement

The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed redlined exceptions to OMNIA Partners Administration Agreement.

18 Appendix D, Exhibits F and G

Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

19 Emergency Orders

Describe how Offeror responds to emergency orders.

Once Carahsoft has received an order it places the order with the manufacturer to send to the customer directly. Many of Carahsoft's orders are software, so there is an instant delivery per the agreed upon schedule, which can be escalated in the case of an emergency.

20	**What is Offeror's average Fill Rate?** We are able to fill all orders for the solutions provided in this proposal 100% of the time, due to inventory and restocking not being a concern for software and services.
21	**What is Offeror's average on time delivery rate?** Describe Offeror's history of meeting the shipping and delivery timelines. Carahsoft delivers all of its orders on time. Once Carahsoft has received an order it places the order with the manufacturer to send to the customer directly. Many of Carahsoft's orders are software, so there is an instant delivery per the agreed upon schedule.
22	**Describe Offeror's return and restocking policy.** We do not offer a return policy on software and services, and due to the nature of software licenses and services there are no restocking concerns.
23	**Describe Offeror's ability to meet service and warranty needs.** All products and services come with an initial warranty included in the price. Additional warranties are available upon request.
24	**Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.** Carahsoft's hours are from 8:30am - 5:30pm EST, but our vendors offer a variety of customer service hours, often providing avenues for 24/7 care
25	**Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.** Carahsoft's preferred payment terms are Net30. Carahsoft accepts orders via purchase order, credit card (phone or web), direct invoices, customer contracts and similar, and will work with Region 4 ESC to reach an agreement on preferred forms of payment.
26	**Describe Offeror's contract implementation/customer transition plan.** During the first ten days following contract award, the Carahsoft team will conduct additional discovery activities. We have identified the keys to establishing a successful project are open discussion, careful planning and proactive risk identification and mitigation. The Carahsoft team will immediately work with the Region 4 ESC representatives, our staff and partners in a series of meetings and workshops from the executive level to the staff level to ensure the compliance of product delivery and contract requirements. This process is the first step in the Carahsoft Team's successful contract performance On Day One of contract award, Carahsoft will launch our Region 4 ESC ten day marketing blitz. We will also begin to convert quotes in our CRM system to Region 4 ESC quotes. This transition will help provide Carahsoft with additional opportunities throughout the United States and will motivate customers to utilize different Region 4 ESC contracts in the process.
27	**Describe the financial condition of Offeror.** As a privately owned company, Carahsoft does not publicly release financial information. We are a stable, conservative, and profitable company which has grown, since founding in 2004, from $4M in bookings to more than $16.4B in 2023. The company has received numerous accolades for our business performance from our manufacturing partners and the industry, including annual recognition (detailed further on our website) in the CRN Solution Provider 500 (2006-Present), Washington Technology's Top 100 Government Contractors (2010-Present), and the Washington Business Journal's Largest Government Contractors (2011-Present). We currently maintain a $25M line of credit available (currently 100% available) with Xenith Bank. Should you require our audited financial statements or have further financial inquiries, we would be happy to provide additional information under separate cover to the specific individual that would be reviewing them. Specific questions may be referred to Craig P. Abod, Pres

28 **Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.**

Carahsoft will develop and maintain a microsite that will be dedicated to this Contract. This will be a supplement to the Vendor support site and will include materials such as: - Contract Information - Contract FAQ Document - Product Information - Catalog/ Pricelist Information - Additional Contractual Information. The following are examples of Dedicated Websites for current Carahsoft contracts: - Department of Defense ESI BPA Contract # N00104-12-A-ZF31 (http://www.carahsoft.com/buy/esi-bpa-contracts/department-defense-esi-desktop-bpa-contract-n00104-12-zf31) - Department of Navy ESI BPA Contract (https://www.carahsoft.com/buy/esi-bpa-contracts/department-defense-esi-bpa-contract-n00104-12-zf31) - NASA SEWP V Contract # NNG15SC03B/NNG15SC27B (http://www.carahsoft.com/buy/sewp)

29 **Describe the Offeror's safety record.**

Due to there being no inventory to risk employee's safety, Carahsoft has a clean safety record.

30 **Provide a brief history of the Offeror, including year it was established and corporate office location.**

Carahsoft Technology Corp. is an IT solutions provider delivering best-of-breed hardware, software, and support solutions to federal, state and local government agencies. Formed by a group of seasoned professionals with decades of experience in sales, marketing and contract program management, Carahsoft has built our reputation as a customer-centric organization. The Carahsoft team has a proven history of helping agencies find the best possible technology solution at the best possible value. Each customer works directly with a dedicated account representative to determine a solution tailored specifically to meet his or her needs. We combine our extensive knowledge of the technologies we provide, with a thorough understanding of the government procurement process, to analyze needs, provide configuration support, simplify the ordering process, and offer special government pricing. More information in our Products and Pricing response.

31 **Describe Offeror's reputation in the marketplace.**

Carahsoft has a unique business model focusing on providing superior sales and marketing execution, a track record of success, high integrity, and a focus on strategic vendor relationships. Carahsoft offers a vast portfolio and provides many value adds that other large reseller companies cannot attain. However, As an IT reseller and distributor, Carahsoft works together with a number of other companies and strives to maintain positive relationships in the IT industry because the IT business requires cooperation on all levels. We are a stable, conservative, and profitable company and have received numerous accolades, as detailed below and further on our awards page: http://www.carahsoft.com/awards ? Top Ranked GSA Schedule 70 Contract holder for software ? #22 on Washington Business Journal's Largest Government Contractors List for 2023 ? #31 on Washington Technology's Top 100 Government Contractors List for 2023 ? Fed 100 Winner and Ernst & Young Entrepreneur of the Year, Craig P. Abo

32 **Describe Offeror's reputation of products and services in the marketplace.**

In addition to our awards above, Carahsoft maintains one of the largest partner networks in the industry and can provide a quote for any vendor in 30 minutes.

33 **Provide a current list of Authorized Distributors/Resellers including contact information and geographical area.**

Carahsoft would like to leverage our entire partner network, to ensure that all OMNIA Partners have the best coverage and options available on the market, no matter their need or location. Considering the constantly expanding nature of our current partner network of over 4,000 partners, Carahsoft is unable to list all potential partners at this time. Carahsoft will act as the main point of contact for any processing, handling or shipping of any products or services to the end user and can even provide direct contact information for our manufacturer or reseller partners to facilitate communication if needed.

34 **Describe the experience and qualifications of key employees.**

Craig Abod - Top corporate executive with more than 25 years of experience in government sales, government marketing, and Federal Contract program management / Robert Moore - • Senior Sales Executive with a 15+ year accomplished career track. More information can be found in our Product and Pricing response.

35 **Describe Offeror's experience working with the government sector.**

Carahsoft has been providing best of breed hardware, software, and support solutions to federal, state, and local government agencies since 2004, processing over 388,969 orders. Additionally, over the past 20 years Carahsoft has acquired and maintained a wide variety of purchasing contract vehicles for agencies at the state, local, and federal levels. Associated with all contracts are dedicated and experienced contract management resources. A list of available contracts can be found at www.carahsoft.com/contracts/index.php.

36 **Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.**

Carahsoft does not have any such actions.

37 **Indicate if Offeror is licensed to do business in all 50 states.**

☑ Yes

☐ No

38 **Provide Offeror's expertise in working with public sector and understanding of the unique technical regulatory requirements.**

Carahsoft has secured numerous contracts that enable Carahsoft and our partners to serve public sector customers throughout the United States and Canada. We are a topperforming contractor for the GSA Schedule, SEWP V and ITES-SW2 contracts. We hold several agency-specific contracts and Department of Defense Enterprise Software Initiative agreements and provide our EDU and SLG customers with access to technology via The Quilt contract, the NASPO Value Point and OMNIA Partners cooperating purchasing agreements, and numerous state and reseller contracts. We have established strategic, long-term relationships with the industry's leading manufacturers including Adobe, Splunk, Google Cloud, Amazon Web Services, Microsoft, VMware, Salesforce, Zoom, DocuSign, Micro Focus Government Solutions, Dell Technologies, Snowflake, Palo Alto Networks, ServiceNow, Veritas, Broadcom, and SAP, among hundreds of other established and emerging technology providers. Please see Products and Pricing Response.

39 **References**

Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

Please find 3 references and Carahsoft's request to provide further information upon award in our Product and Pricing response. **Carahsoft actively administers and maintains several cooperative purchasing contracts for the General Services Administration (GSA), National Aeronautics and Space Administration (NASA), National Association of State Procurement Officials (NASPO), OMNIA Partners, Texas Department of Information Resources (among many others), and Public Services and Procurement Canada (PSPC).**

40 **Value Add**

Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

Carahsoft will provide the following additional value-added services at no additional cost to Region 4 ESC: 1. Dedicated Account Manager 2. Program Management 3. Training Webcasts & Access to Carahsoft Facilities 4. Proactive Marketing of the Contract 5. Monthly/Quarterly Reports 6. Dedicated Phone Lines & Live Chat 7. Dedicated Contract Microsite 8. Dedicated Email Address Please find an in-depth description of these bullets in our Products and Pricing response.

41 **Competitive Range**

It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range will not receive further award consideration. Region 4 ESC may determine establishing a competitive range is not necessary.

42 Past Performance

An Offeror's past performance and actions are relevant in determining whether or not the Offeror is likely to provide quality goods and services; the administrative aspects of performance; the Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's businesslike concern for the interests of the customer may be taken into consideration when evaluating proposals, although not specifically mentioned in the RFP.

43 Additional Investigations

Region 4 ESC reserves the right to make such additional investigations as it deems necessary to establish the capability of any Offeror.

44 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

☐ Yes

☑ No

45 Supplier Response

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

46 Brief history and description of Supplier to include experience providing similar products and services.

Carahsoft Technology Corp. is The Trusted Government IT Solutions Provider®, supporting Public Sector organizations across Federal, State and Local Government agencies and Education and Healthcare markets. As the Master Government Aggregator® for our vendor partners, we deliver solutions for Cybersecurity, MultiCloud, DevSecOps, Big Data, Artificial Intelligence, Open Source, Customer Experience and more. Working with resellers, systems integrators and consultants, our sales and marketing teams provide industry leading IT products, services, and training through hundreds of contracts. Founded in 2004, Carahsoft is headquartered in Reston, Virginia.

47 Total number and location of salespersons employed by Supplier.

Carahsoft employees about 3,500 persons.

48 Number and location of support centers (if applicable) and location of corporate office.

Carahsoft’s main office is located at 11493 Sunset Hills Road, Reston, VA 20190

49 Annual sales for the three previous fiscal years.

$16400000000

50 Annual sales for the three previous fiscal years.

$12500000000

51 Annual sales for the three previous fiscal years.

$10600000000

52 **Describe any green or environmental initiatives or policies.**

Reducing our carbon footprint is extremely important to Carahsoft. As a result, we strive to ensure that our recycling program is comprehensive and robust. Carahsoft uses single-stream recycling to make it as easy as possible for our employees to recycle as much as they can. Carahsoft uses recycled materials whenever possible. For example, hard copy bid submissions are printed on recycled paper and shipped using recycled packing materials. Carahsoft uses only Energy Star compliant hardware, which uses substantially less electricity when items are not in use. Additionally, thelights in our office are on a timer to ensure that lights are turned off when the employees are not working. Likewise, motion detectors ensure that lights are not left on when rooms are empty. Carahsoft has implemented VMware internally, which moves our servers to a virtualized cloud environment, eliminating the need for physical servers in our office. This has drastically reduced our server footprint, allowing us to save thousands of dollars each year on heating and cooling our data center.Carahsoft also seeks to reduce our carbon footprint by providing transit benefits for employees who use public transportation to commute to and from work. In fact, we recently relocated our offices to within less than half of a mile of the Washington Metrorail System, making it easy for employees to take advantage of sustainable public transportation. Carahsoft is always open to suggestions on how we can encourage more sustainable practices and how we can implement further policies to reduce our company's footprint.

53 **Diversity Programs**

Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Carahsoft maintains a vast ecosystem of partners of various socioeconomic classifications, including resellers, systems integrators, and service providers. The Carahsoft partner network includes a very diverse group with varying specializations, credentials, product lines, and business types, including over 700 Small Businesses. If awarded, Carahsoft will leverage our experience managing this vast partner ecosystem to support the participation of MWBEor SDVOB certified businesses.

54 **Minority Women Business Enterprise**

☐ Yes
☑ No

55 **If yes, list certifying agency:**

No response

56 **Small Business Enterprise (SBE) or Disadvantaged Business Enterprise**

☐ Yes
☑ No

57 **If yes, list certifying agency:**

No response

58 **Historically Underutilized Business (HUB)**

☐ Yes
☑ No

59 **If yes, list certifying agency:**

No response

60 **Historically Underutilized Business Zone Enterprise (HUBZone)**

☐ Yes
☑ No

61 **If yes, list certifying agency:**

No response

62 **Other recognized diversity certificate holder**

☐ Yes

☑ No

63 **If yes, list certifying agency:**

No response

64 **Contractor Relationships**

List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

As described above, Carahsoft has a robust partner network, many of which do meet minority owned standards.

65 **Describe how supplier differentiates itself from its competitors.**

Carahsoft's top three differentiating strengths include: 1. Sales & Marketing – Carahsoft provides innovative sales and marketing programs to each vendor we support. Carahsoft's dedicated proactive sales team focuses on lead generation, proactive inside sales, and provides responsive sales support. We work with vendors to develop a joint sales process based on the vendor go-to-market strategy and work to align the Carahsoft sales team with vendor and reseller teams. Carahsoft's comprehensive marketing program is supported by a dedicated marketing team of 220+ reps. The marketing team plans and executes many informative events throughout the year to drive demandincluding but not limited to: webcasts, on-site events (Carahsoft hosted and third-party hosted), conferences and trade shows, email campaigns, social media campaigns, advertising and thought-leadership. Carahsoft invests in many marketing resources that we extend to our vendor teams to maximize marketing effectiveness and amplify the vendor's messaging. 2. Proven Execution – Carahsoft has leveraged its vast contracting experience and extended it to quoting and order management. In our experience managing public sector aggregation programs on behalf of other industry leading vendors, Carahsoft has the operation excellence in place to free up vendor resources previously committed these tasks. We feel our model will allow Autodesk to "offload" some of these tasks on Carahsoft, knowing that we are fully committed and capable of servicing the partner eco-system. - Carahsoft seamlessly generates quotes within 30 minutes or less - Carahsoft has a team dedicated to renewals sales and a leadershipgroup to ensure that each team is working at an optimal level. 3. Knowledge of Government – The government market is complex and the intricacies offer the opportunity for an innovative model driven to best serve government customers and add value to the channel. Carahsoft has extensive knowledge and decades of expertise in understanding the public sector market, including: ??Unique budget and procurement cycles - Specific contract requirements and set-asides - Audits, regulations and compliance - The value of Prime Contractors and Systems Integrators and how to work with them - Competitive marketplace - Security Clearances - Collection of A/R requires expertise and focus Carahsoft stays current with government requirements, trends and initiatives by attending and participating in many industry events. We also rely on the expertise of our industry consultants who are former government executives.

66 **Litigation, Bankruptcy or reorganization**

Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Not applicable.

67 Felony Conviction Notice

Indicate if the supplier:

- is a publicly held corporation and this reporting requirement is not applicable;
- is not owned or operated by anyone who has been convicted of a felony; or
- is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

☐ Yes

☑ No

68 Debarment or suspension actions

Describe any debarment or suspension actions taken against supplier.

Not Applicable.

69 Distribution, Logistics

Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Carahsoft is leveraging our vast ecosystem of manufacturer, reseller, and services partners. Please see our attached corporate line card for an idea of the large partner network we can provide for this initiative.

70 Distribution

Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Carahsoft holds many other contract vehicles with State and Local agencies. We are happy to offer these to any states where products and services will not be offered under the Master Agreement. Please see a full list of our contracts here: https://www.carahsoft.com/buy#state-local

71 Distribution

Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Carahsoft has a representative that manages our current Omnia contract. This same representative will help manage this contract, and will help ensure that all Participating Agencies will receive the Master Agreement pricing through any distributors or reseller partners. In addition, the contract pricing will be listed for all our in-house sales representatives to chose in our internal, custom built Customer Relationship Management Platform to ensure direct deals are properly priced according to the Master Agreement.

72 Logistics

Identify all other companies that will be involved in processing, handling or shipping the products/services to the end user.

Carahsoft would like to leverage our entire partner network, to ensure that all OMNIA Partners have the best coverage and options available on the market, no matter their need or location. Considering the constantly expanding nature of our current partner network of over 4,000 partners, Carahsoft is unable to list all potential partners at this time. Carahsoft will act as the main point of contact for any processing, handling or shipping of any products or services to the end user and can even provide direct contact information for our manufacturer or reseller partners to facilitate communication if needed.

73	**Logistics** Provide the number, size and location of Supplier's distribution facilities, warehouses and retail networks as applicable. Carahsoft is capable of shipping to any customer worldwide from our main headquarters in Reston, VA. As a North American distributor, 99% of hardware deliveries are made within the continent and mostly within continental US or US address abroad.
74	**Marketing and Sales** Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to: • Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days. • Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days. Carahsoft can confirm we will have dedicated contract management and marketing personnel involved to determine strategies to advertise the new contract and determine the best ways to ensure our in house personnel, manufacturer partners and reseller partners can leverage the contract.

75	**90-day Plan** Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to: • Creation and distribution of a co-branded press release to trade publications • Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days. • Design, publication and distribution of co-branded marketing materials within first 90 days • Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement • Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners. • Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement • Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.) • Dedicated OMNIA Partners internet web-based homepage on Supplier's website with: •OMNIA Partners standard logo; •Copy of original Request for Proposal; •Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier; •Summary of Products and pricing; •Marketing Materials •Electronic link to OMNIA Partners' website including the online registration page; •A dedicated toll-free number and email address for OMNIA Partners i. Carahsoft will post a co-branded press release on our website, as well as a trade publication such as GlobeNewswire. Here is an example from a previous contract: https://www.globenewswire.com/news-release/2020/05/21/2037187/0/en/Carahsoft-Awarded-Educational-Software-Solutions-and-Services-Contract-through-OMNIA-Partners-Public-Sector.html ii. Carahsoft posts all contracts and agreement details on our website at the following link: https://www.carahsoft.com/buy#omnia-partners-public-sector Upon award, Carahsoft will add the relevant contract details to the website above. iii. Carahsoft's dedicated marketing team will edit current materials to add co-branded marketing on this contract to our proven end-user / customer initiatives such as the following: ? On-Site Events ? Webcasts ? Tradeshows ? Industry conferences ? Email Campaigns ? Digital and Print ads iv. Carahsoft offers deep experience in public sector marketing. Our dedicated team plans, promotes and executes more than 2,000 public-sector marketing campaigns and events each year, including contract specific promotional activities such as national, state and local government and education shows. We would be more than happy to participate with OMNIA Partners at these trade shows, or additional trade shows that may be beneficial to promoting the Master Agreement. v. Carahsoft can commit to attend the NIGP Annual Forum. vi. As a prime government aggregator, Carahsoft is constantly utilizing marketing efforts to drive and identify new and upcoming business. We confirm that we will include this contract in our marketing efforts throughout the term of the Master Agreement through national and regional trade publications. vii. Carahsoft relishes the opportunity to promote our success stories to our current and future customers. We confirm that we will continue to make updated publications and materials throughout the contract term to promote the Master Agreement. viii. Carahsoft has a dedicated OMNIA contract page for our current contract here: https://www.carahsoft.com/buy/slg-contracts/all-states/omnia-partners-edu#resources. Upon award, we will add the details provided above for this current contract to our page. We are also more than happy to edit the information provided for our current contracts if necessary to meet the OMNIA partner's goals.

76 Transition

Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Carahsoft holds a mulititude of contracts for the convenience of our Government customers. Each agency often requires different terms and conditions or contract vehicles and we work diligently to discuss the right option for each customer. Carahsoft has a database of information to determine the best contract to use for each agency, and vendor. Carahsoft will utilize this database when discussing options with our government customers, and recommend this contract for our SLED customers whenever possible.

77 Logo

Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

☑ Yes

☐ No

78 Sales

Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

- Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- Best government pricing
- No cost to participate
- Non-exclusive

☑ Yes

☐ No

79 Training

Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- Key features of Master Agreement
- Working knowledge of the solicitation process
- Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- Knowledge of benefits of the use of cooperative contracts

☑ Yes

☐ No

80

Responsibility

Provide the name, title, email and phone number for the person(s), who will be responsible for:

- Executive Support
- Marketing
- Sales
- Sales Support
- Financial Reporting
- Accounts Payable
- Contracts

The security and privacy of each of Carahsoft's employees are of the upmost importance to the company. Due to the sensitive nature of this information, Carahsoft respectfully declines to share names and contact information for specific employees at this stage. We would be more than happy to provide this information upon award or sample resumes upon down selection directly to the evaluation team where it will not be part of the public record.

81

Sales Force

Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Please see the attachment labelled "Carahsoft's Organization Chart". Due to our employee confidentiality and the public nature of procurement documents, Carahsoft respectfully declines to provide the contact information for our employees at this time.

82

Implementation

Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

Our sales teams will be educated on the availability of this contract, and the relevant contract details so they can offer this contract as an option for our government customers to utilize when purchasing IT Solutions and Services.

83

Program Management

Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

Carahsoft will appoint a dedicated Contract Manager who will help manage communications received from Participating Public Agency's requesting to account set up, and who will manage any contract administration requirements.

84

Supplier's Customer List

State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Carahsoft completed $16.4B in sales in 2023, however due to customer confidentiality Carahsoft is unable to provide total purchase numbers and contact information on documents subject to the public record.

85

System Capabilities and Limitations

Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

The Carahsoft Team is fully able to send and receive Delivery Orders, Order Status Reports, Post Order Reports, Administrative Handling Fees, and the like in any format that is most comfortable to our Government Customers. Carahsoft accepts orders via purchase order, credit card (phone or web), direct invoices, customer contracts and similar.

86

Projected Sales Year One

Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

$0

87

Projected Sales Year Two

Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

$0

88

Projected Sales Year Three

Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

$0

89

General Terms and Conditions

Respondent agrees to comply with the General Terms and Conditions provided as an attachment to this online bid event. Any deviations to the General Terms and Conditions may be provided using the procedures set forth in the attribute pertaining to deviations.

☑ I certify compliance with this attribute.

90

Felony Conviction Notification

State of Texas Legislative Senate Bill No. 1 Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into an agreement with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony".

Subsection (b) states "a school district may terminate the agreement with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a), or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract".

Subsection (c) states "this section does not apply to a publicly held corporation".

Use the checkbox associated with this item to identify your status as it relates to this legal requirement.

☑ Non-Felon - person/owner IS NOT a convicted felon

☐ Not Applicable-firm is a publicly held corporation

☐ Felon - person/owner IS a convicted felon

91

Name of Felon and Nature of Felony, if applicable

If response to previous attribute was "Felon - person/owner IS a convicted felon", vendor shall give the name of the felon and details of conviction.

If you did not answer "Felon - person/owner IS a convicted felon" in the previous question, type "N/A" in the respective field.

N/A

92	**Criminal History Records Review of Certain Contract Employees** Texas Education Code Chapter §22.0834 requires that criminal history records be obtained regarding covered employees of entities that contract with a school entity in Texas to provide services for that school entity ("Contractors") and entities that contract with school entity contractors ("Subcontractors"). Covered employees with disqualifying criminal histories are prohibited from serving at a school entity. Contractors/Subcontractors contracting with a school entity shall (1) maintain compliance with the requirements of Texas Education Code Chapter 22 to the school entity; and (2) require that each of their subcontractors complies with the requirements of Texas Education Code Chapter 22. Contractors performing work at a school entity in Texas must comply with these statutes. Covered employees: Employees of a Contractor/Subcontractor who have or will have continuing duties related to the service to be performed at a school entity *and* have or will have direct contact with students. The school entity will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students at their school. ☑ I certify compliance with this attribute.
93	**Historically Underutilized Business (HUB) Certification** Businesses that have been certified by the Texas Building and Procurement Commission (TBPC) or other qualified agency as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this proposal invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form. Select one of the available options: **OPTION A**: My business has NOT been certified as HUB. **OPTION B**: I certify that my business has been certified as a Historically Underutilized Business (HUB), and I have/will upload the certification information into the "Response Attachments" Tab located in this online bidding event. ☑ OPTION A ☑ OPTION B

94	**Disclosure of Interested Parties** Texas state law requires the Disclosure of Interested Parties be filed with a public entity, including regional service centers and school districts, for any contract which: (1) requires an action or vote by the governing body; or (2) has a value of $1 million or more; or (3) for any services provided that would require an individual to register as a lobbyist under TX Gov't Code Chapter 305. NOTE: This form is not required if the vendor is a publicly-traded business entity, including a wholly-owned subsidiary of the business entity (a company in which ownership is dispersed among the general public via shares of stock which are traded via at least one stock exchange or over-the-counter market). If you are required by law to submit this form, it must be completed online at the Texas Ethics Commission website. Obtain a numbered certificate and click the link below to access the instructions and to complete this required form. Upon completion, vendors required to submit the form must attach it to the proposal via the "Response Attachments" Tab. Click here to complete the form on the Texas Ethic Commission's 1295 Form webpage. Please note: The District must verify receipt of all required 1295 forms received within 30 days on the Texas Ethics Commission website. This verification does not indicate a contract award. Contract awards will be issued via direct communication from the AISD Purchasing Department. A contract requiring a Disclosure of Interested Parties form is voidable at any time if: (1) the governmental entity or state agency submits to the business entity written notice of the business entity's failure to provide the required disclosure; and (2) the business entity fails to submit to the governmental entity or state agency the required disclosure on or before the 10th business day after the date the business entity receives the written notice. **IF UNDER LAW YOU ARE EXEMPT FROM SUBMITTING THIS 1295 FORM, PROPOSERS MUST SUBMIT A DOCUMENT THAT SHOWS PROOF OF THIS EXEMPTION.** ENTITY TYPES THAT ARE EXEMPT AND SHOULD ATTACH THIS PROOF ARE LISTED IN STATUE AS: • a sponsored research contract of an institution of higher education; • an interagency contract of a state agency or an institution of higher education; • a contract related to health and human services if: • the value of the contract cannot be determined at the time the contract is executed; and • any qualified vendor is eligible for the contract; • a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity; • a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or • a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code. ☑ I certify compliance with this attribute.

95	**Conflict of Interest Questionnaire** Region 4 Education Service Center (Region 4) is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with Region 4 or who seeks to do business with Region 4 must fill out the new Conflict of Interest Questionnaire (CIQ) if a conflict of interest exists. A conflict of interest exists in the following situations: 1) If the vendor has an employment or other business relationship with a local government officer of Region 4 or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or 2) If the vendor has given a local government officer of Region 4, or a family member of the officer, one or more gifts with the aggregate value of $100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or 3) If the vendor has a family relationship with a local government officer of Region 4. *"Vendor"* means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. Texas Local Government Code 176.001(7). *"Business relationship"* means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (B) a transaction conducted at a price and subject to terms available to the public; or (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency. Texas Local Government Code 176.001(3). *"Family relationship"* means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. Texas Local Government Code 176.001(2-a). *"Local government officer"* means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. Texas Local Government Code 176.001(4). **Individuals serving as a Member of the Board of Directors, the Executive Director, Cabinet Members, and other local government officers may be found at: https://www.esc4.net/about/about-region-4.** For additional information on Conflict of Interest Questionnaire, and the statutes that mandate it, please visit the following links: Texas Local Government Code, Section 176 Texas House Bill 23 A blank Conflict of Interest Questionnaire is available by clicking: https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf. If your firm is required to return a completed Conflict of Interest Questionnaire with your proposal submission, use the "Response Attachments" Tab to upload the completed document. ☑ I certify compliance with this attribute.

96

Entities that Boycott Israel

Pursuant to Chapter 2271 of the Texas Government Code, the Respondent hereby certifies and verifies that neither the Respondent , nor any affiliate, subsidiary, or parent company of the Respondent , if any (the "Respondent Companies"), boycotts Israel, and the Respondent agrees that the Respondent and Respondent Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) Respondent is not a sole proprietorship; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of $100,000 or more wholly or partially from public funds of the governmental entity.

☑ I certify compliance with this attribute.

97

Foreign Terrorist Organizations

Section 2252.152 of the Texas Government Code prohibits Region 4 ESC from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code. Respondent certifies that it not ineligible to receive the contract.

☑ I certify compliance with this attribute.

98

Firearm Entities and Trade Associations Discrimination

Respondent verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

APPLICABILITY: This clause applies only to a contract that: (1) is between a governmental entity and a company with at least 10 full-time employees; and (2) has a value of at least $100,000 that is paid wholly or partly from public funds of the governmental entity.

EXCEPTIONS: This clause is not required when a state Agency: (1) contracts with a sole-source provider; or (2) does not receive any bids from a company that is able to provide the written verification required by Section 2274.002(b) of the Texas Government Code.

☑ I certify compliance with this attribute.

99

Energy Company Boycott Prohibited

Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) a "company" within the definitions of Section 2274.001(2) of the Tex. Gov't Code; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of $100,000 or more wholly or partially from public funds of the governmental entity.

☑ I certify compliance with this attribute.

100

Critical Infrastructure Affirmation

Pursuant to Government Code Section 2274.0102, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

EXCEPTION: Clause only applies to solicitations and contracts in which the contractor would be granted direct or remote access to or control of critical infrastructure, as defined by Section 2274.0101 of the Texas Government Code, in this state, other than access specifically allowed for product warranty and support purposes.
The Governor of the State of Texas may designate countries as a threat to critical infrastructure under Section 2274.0103 of the Texas Government Code. Agencies should promptly add any country that is designated by the Governor to this clause."

☑ I certify compliance with this attribute.

101

Open Records Policy

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

OPTION A: We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

OPTION B: We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act and these requested exemptions are uploaded into the "Response Attachments" Tab located in this online bidding event.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

☑ OPTION A - No proprietary information

☐ OPTION B - Proprietary information marked

102

Consent to Release Proposal Tabulation

Notwithstanding anything explicitly and properly declared as Confidential or Proprietary Information to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the District may publicly release, including posting on the public Region 4 ESC and/or OMNIA Partners website(s), a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), unit price(s), hourly labor rate(s), or other specified pricing; and Vendor award notice information.

☑ I certify compliance with this attribute.

103

Contracting Information

If Vendor is not a governmental body and

(a) this Agreement has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by REGION 4 ESC; or

(b) this Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by REGION 4 ESC in a fiscal year of REGION 4 ESC, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov't Code § 552.374(b), the following statement is included in the RFP and the Agreement (unless the Agreement is

(1) related to the purchase or underwriting of a public security;

(2) is or may be used as collateral on a loan; or

(3) proceeds from which are used to pay debt service of a public security of loan):

"The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to

(1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to REGION 4 ESC for the duration of the Agreement;

(2) promptly provide to REGION 4 ESC any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of REGION 4 ESC; and

(3) on completion of the Agreement, either

(a) provide at no cost to AISD all contracting information related to the Agreement that is in the custody or possession of Vendor, or

(b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to REGION 4 ESC.

☑ I certify compliance with this attribute.

104

Anti-Trust Certification Statement

Vendor affirms under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and

(4) Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

☑ I certify compliance with this attribute.

105

Federal Rule (A) - Contract Term Violations

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR §200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

*Pursuant to Federal Rule (**A**) above, when federal funds are expended by Region 4 ESC, Region 4 ESC reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.*

☑ I certify compliance with this attribute.

106	**Federal Rule (B) - Termination Conditions** **(B)** Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000) *Pursuant to Federal Rule (**B**) above, when federal funds are expended by REGION 4 ESC, REGION 4 ESC reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation; (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or REGION 4 ESC. REGION 4 ESC also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if REGION 4 ESC believes, in its sole discretion that it is in the best interest of REGION 4 ESC to do so. The vendor will be compensated for work performed and accepted and goods accepted by REGION 4 ESC as of the termination date if the contract is terminated for convenience of REGION 4 ESC. Any award under this procurement process is not exclusive and REGION 4 ESC reserves the right to purchase goods and services from other vendors when it is in the best interest of REGION 4 ESC.* ☑ I certify compliance with this attribute.
107	**Federal Rule (C) - Equal Employment Opportunity** **(C)** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” It is the policy of REGION 4 ESC not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or disabling conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract. *Pursuant to Federal Rule (**C**) and the requirements stated above, when federal funds are expended by REGION 4 ESC on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.* ☑ I certify compliance with this attribute.

108

Federal Rule (D) - Davis Bacon Act/Copeland Act

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

*Pursuant to Federal Rule (**D**) above, when federal funds are expended by REGION4 ESC, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.*

☑ I certify compliance with this attribute.

109

Federal Rule (E) - Contract Work Hours and Safety Standards Act

(E) (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

*Pursuant to Federal Rule (**E**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.*

☑ I certify compliance with this attribute.

110

Federal Rule (F) - Rights to Inventions Made Under a Contract or Agreement

(F) If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

*Pursuant to Federal Rule (**F**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.*

☑ I certify compliance with this attribute.

111	**Federal Rule (G) - Clean Air Act/Federal Water Pollution Control Act** **(G)** The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with 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 (Pub. L. 94-163, 89 Stat. 871). When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process in excess of $100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15. *Pursuant to Federal Rule (**G**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (**G**) above.* ☑ I certify compliance with this attribute.
112	**Federal Rule (H) - Debarment and Suspension** **(H)** (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. *Pursuant to Federal Rule (**H**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to REGION 4 ESC if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. REGION 4 ESC may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless REGION 4 ESC knows the certification is erroneous.* ☑ I certify compliance with this attribute.

113

Federal Rule (I) - Byrd Anti-Lobbying Amendment

(I) (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

*Pursuant to Federal Rule (**I**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term and after the awarded term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:*

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

☑ I certify compliance with this attribute.

114

Federal Rule (J) - Procurement of Recovered Materials

(J) When federal funds are expended by REGION 4 ESC, REGION 4 ESC 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: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

*Pursuant to Federal Rule (**J**) above, when federal funds are expended REGION 4 ESC, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.*

☑ I certify compliance with this attribute.

115

Federal Rule (K) - Prohibition on certain Telecom and Surveillance Service and Equipment

(K) ALIEF ISD, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain,
(2) extend or renew a contract to procure or obtain, or
(3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

The Respondent certifies that it will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system.

☑ I certify compliance with this attribute.

116

Federal Rule (L) - Buy American Provisions

(L) As appropriate and to the extent consistent with law, REGION 4 ESC has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, including but not limited to iron, aluminum, steel, cement, and other manufactured products, when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. Purchases that are made with non-federal funds or grants are excluded from the Buy American Act.

Vendor certifies that it is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

☑ I certify compliance with this attribute.

117

Federal Rule - Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for with Federal Funds

When federal funds are expended by REGION 4 ESC, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including:

1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

☑ I certify compliance with this attribute.

118	**Federal Rule - Federal Record Retention** When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.334 for a period of five (5) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. Vendor agrees that REGION 4 ESC, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the 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. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract. ☑ I certify compliance with this attribute.
119	**Federal Rule - Profit Negotiation** For purchases using Federal funds in excess of $250,000, REGION 4 ESC may be required to negotiate profit as a separate element of the price. (See 2 CFR 200.324(b)). When required by REGION 4 ESC, Vendor agrees to provide information relating to profitability of the given transaction and itemize the profit margin as a separate element of the price. ☑ I certify compliance with this attribute.
120	**Federal Rule - Solid Waste Disposal Act** 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 Sold 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 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceed $10,000; procuring sold 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. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014.) Pursuant to this federal rule, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of all contracts resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in this paragraph. ☑ I certify compliance with this attribute.

121	**Federal Rule - Never Contract with the Enemy – 2 C.F.R. § 200.215** When federal funds are expended by REGION 4 ESC for grant and cooperative agreements, or any contract resulting from this procurement process, that are expected to exceed $50,000 within the period of performance, and are performed outside of the United States, including U.S. territories, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, REGION 4 ESC will terminate any grant or cooperative agreement or contract resulting from this procurement process as a violation of Never Contract with the Enemy detailed in 2 CFR Part 183. The vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any grant or cooperative agreement terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. AISD has a responsibility to ensure no Federal award funds are provided directly or indirectly to the enemy, to terminate subawards in violation of Never Contract with the Enemy, and to allow the Federal Government access to records to ensure that no Federal award funds are provided to the enemy. ☑ I certify compliance with this attribute.
122	**Applicability to Subcontractors** Vendor agrees that all contracts it awards pursuant to this procurement action shall be bound by the terms and conditions of this procurement action. ☑ I certify compliance with this attribute.
123	**Compliance with the Energy Policy and Conservation Act** When REGION 4 ESC expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18). ☑ I certify compliance with this attribute.

124	**Indemnification** **Acts or Omissions** Vendor shall indemnify and hold harmless Region 4, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. **Infringements** a) Vendor shall indemnify and hold harmless Region 4 and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement. c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense; (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing. **Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity** a) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR REGION 4 SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER. b) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, REGION 4 AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT, VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. ☑ I certify compliance with this attribute.
125	**Excess Obligations Prohibited** Proposer understands that all obligations of Region 4 ESC under the contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the contract may be terminated by Region 4 ESC. ☑ I certify compliance with this attribute.
126	**Suspension and Debarment** Respondent certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the contract by any state or federal agency. ☑ I certify compliance with this attribute.

127	**Change in Law and Compliance with Laws** Proposer shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the contract to the Region 4 ESC, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the contract. Region 4 ESC reserves the right, in its sole discretion, to unilaterally amend the contract prior to award and throughout the term of the contract to incorporate any modifications necessary for compliance with all applicable state and federal laws, regulations, requirements and guidelines. ☑ I certify compliance with this attribute.

Appendix C, DOC # 4

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Jennifer Kanach, as an authorized representative of

Carahsoft Technology Corporation, a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

Jennifer Kanach

Signature of Named Authorized Company Representative

06/04/24

Date

Carahsoft's Response to the

Region 4 Education Service Center

Request for Proposal

Software Solutions and Services

Solicitation Number: #24-03

Thursday,
June 13, 2024

Carahsoft Technology Corporation
11493 Sunset Hills Road, Suite 100
Reston, VA 20190
888.662.2724 | www.carahsoft.com

Primary Point of Contact
Benjamin Rader | Contracts Specialist
703.889.9872 | Benjamin.Rader@carahsoft.com

Secondary Point of Contact
Proposals@carahsoft.com

June 13, 2024
Region 4 Education Service Center
7145 West Tidwell Road
TX 77092 USA

Re: Carahsoft's Response to the Region 4 Education Service Center's Request for Proposal: Software Solutions and Services, Solicitation Number: #24-03

Dear Contracting Officer,

Carahsoft Technology Corp. appreciates the opportunity to respond to the Region 4 Education Service Center (ESC)'s Request for Proposal (RFP): Software Solutions and Services. Carahsoft is proposing our catalog of supported vendors to meet the ESC's requirements for Software Solutions and Services. Our team has reviewed and considered ESC's requirements outlined in the RFP and has carefully put together a solution that will best meet your needs.

Carahsoft, The Trusted Government IT Solutions Provider®, is responding as a current OMNIA contractor and reseller for a portfolio of industry-leading solutions.

Contract Title	Contract Number	Lead Agency
Educational Software Solutions and Services	R191902	Region 4 ESC - TX
Human Capital Management Systems and Managed Business Solutions	R200702	Region 4 ESC - TX
Technology Products, Solutions and Related Services	23-6692-01	Cobb County, GA

As the Master Government Aggregator® for our vendor partners, Carahsoft has combined extensive knowledge of the technologies we provide with a thorough understanding of the government procurement process, to analyze needs, provide configuration support, simplify the ordering process, and offer special government pricing since 2004. Working with resellers, systems integrators and consultants, our sales and marketing teams provide industry leading IT products, services, and training to support Public Sector organizations across Federal, State and Local Government agencies and Education and Healthcare markets.

Please feel free to contact me directly at 703.889.9872/Benjamin.Rader@carahsoft.com or Madeline Hall at 703.230.7450/Madeline.Hall@carahsoft.com with any questions or communications that will assist ESC in the evaluation of our response. This proposal is valid for 120 days from the date of submission.

Thank you for your time and consideration.

Sincerely,

Benjamin Rader

Benjamin Rader
Contracts Specialist

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A) PRODUCTS AND PRICING

i. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, the different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories.

Carahsoft has read, understands, and will comply with this requirement. Our pricing has been included at the end of our submission.

ii. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Electronic price lists must contain the following: (if applicable)

- *Manufacturer part #*
- *Offeror's Part # (if different from manufacturer part #)*
- *Description*
- *Manufacturers Suggested List Price and Net Price*
- *Net price to Region 4 ESC (including freight)*
- *Offer an extensive robust line of top manufacturers*
- *Submitted price list must include the Offerors' company name, solicitation*
- *name/number and date.*
- *List all categories that you are offering*

Carahsoft has read, understands, and will comply with this requirement. Carahsoft is proposing to extend the pricing discounts that are offered in our current contract with Region 4 ESC (Contract R191902). This pricelist can be viewed at the following link: https://www.omniapartners.com/publicsector/suppliers/carahsoft-technology-corp/contract-documentation#c35362

iii. Is pricing available for all products and services?

Yes, pricing is available for all our offerings.

iv. Describe any shipping charges (where applicable). All deliveries shall be freight prepaid F.O.B. destination and shall be included in all pricing unless otherwise clearly stated in writing.

Carahsoft understands this requirement and can confirm all pricing provided is comprehensive.

v. Provide pricing for warranties on all products and services.

All products and services come with an initial warranty included in the price. Additional warranties are available upon request.

vi. Describe any return and restocking fees.

We do not offer a return policy on software and services, and due to the nature of the offered software licenses and services there are no restocking concerns.

vii. Describe customer fulfillment process

Carahsoft's number one concern is providing all orders swiftly and accurately. Our customer fulfillment process includes a number of safeguards to ensure that each order is handled efficiently, and each customer is satisfied with their procurement.

When a purchase order is received from the customer, a unique Carahsoft sales order number is generated. The purchase order is then entered in the accounting system where a Carahsoft purchase order is generated to submit to the vendor. After the PO is submitted and the order has been shipped, the vendor issues an invoice to Carahsoft. Once the vendor invoice is received, it generates the corresponding customer invoice. The customer's payment is due within 30 days and payment closes out once payment of their invoice is received.

Customers may place orders with Carahsoft in a variety of methods. Acceptances of physical PO, contracts, electronic orders, fax are all acceptable order methods. Carahsoft strives to be easy to do business will engage customers in the manner best suited for the customer.

viii. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

Additional discounts can be provided on a deal-by-deal basis.

ix. Describe how customers verify they are receiving Contract pricing.

Carahsoft has a representative that manages our current Omnia contract. This same representative will help manage this contract, and will help ensure that all Participating Agencies will receive the Master Agreement pricing through any distributors or reseller partners. In addition, the contract pricing will be listed for all our in-house sales representatives to chose in our internal, custom built Customer Relationship Management Platform to ensure direct deals are properly priced according to the Master Agreement.

x. Describe invoicing process. Include payment terms and acceptable methods of payment outlining any associated fees pertaining to credit card/p-cards.

Carahsoft's preferred payment terms are Net30. Carahsoft accepts orders via purchase order, credit card (phone or web), direct invoices, customer contracts and similar, and will work with Region 4 ESC to reach an agreement on preferred forms of payment

xi. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

This information varies by manufacturer.

xii. Describe how future product introductions will be priced and align with Contract pricing proposed.

Carahsoft will add products and services that are in scope of the contract per the terms and conditions and discounts proposed.

xiii. Provide any additional information relevant to this section.

Carahsoft has no additional relevant information for this section.

B) Performance Capability

i. Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

Please see under "Exhibit A - 3.0 Supplier Response."

ii. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed redlined exceptions to OMNIA Partners Administration Agreement

Carahsoft understands and acknowledges this requirement. Please see all exceptions listed in Appendix B attached to the desginated location on the portal.

iii. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

Please find Exhibit F and Exhibit G located in the designated section in the portal.

iv. Describe how Offeror responds to emergency orders.

Once Carahsoft has received an order it places the order with the manufacturer to send to the customer directly. Many of Carahsoft's orders are software, so there is an instant delivery per the agreed upon schedule, which can be escalated in the case of an emergency.

v. What is Offeror's average Fill Rate?

We are able to fill all orders for the solutions provided in this proposal 100% of the time, due to inventory and restocking not being a concern for software and services.

vi. What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.

Carahsoft delivers all of its orders on time. Once Carahsoft has received an order it places the order with the manufacturer to send to the customer directly. Many of Carahsoft's orders are software, so there is an instant delivery per the agreed upon schedule.

vii. Describe Offeror's return and restocking policy.

We do not offer a return policy on software and services, and due to the nature of the offered software licenses and services there are no restocking concerns.

viii. Describe Offeror's ability to meet service and warranty needs.

All products and services come with an initial warranty included in the price. Additional warranties are available upon request.

ix. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

Carahsoft's hours are from 8:30am - 5:30pm EST, but our vendors offer a variety of customer service hours, often providing avenues for 24/7 care.

x. Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.

Carahsoft's preferred payment terms are Net30. Carahsoft accepts orders via purchase order, credit card (phone or web), direct invoices, customer contracts and similar, and will work with Region 4 ESC to reach an agreement on preferred forms of payment

xi. Describe Offeror's contract implementation/customer transition plan.

During the first ten days following contract award, the Carahsoft team will conduct additional discovery activities. We have identified the keys to establishing a successful project are open discussion, careful planning and proactive risk identification and mitigation.

The Carahsoft team will immediately work with the Region 4 ESC representatives, our staff and partners in a series of meetings and workshops from the executive level to the staff level to ensure the compliance of product delivery and contract requirements. This process is the first step in the Carahsoft Team's successful contract performance

On Day One of contract award, Carahsoft will launch our Region 4 ESC ten day marketing blitz. We will also begin to convert quotes in our CRM system to Region 4 ESC quotes. This transition will help provide Carahsoft with additional opportunities throughout the United States and will motivate customers to utilize different Region 4 ESC contracts in the process.

xii. Describe the financial condition of Offeror.

As a privately owned company, Carahsoft does not publicly release financial information. We are a stable, conservative, and profitable company which has grown, since founding in 2004, from $4M in bookings to more than $16.4B in 2023. The company has received numerous accolades for our business performance from our manufacturing partners and the industry, including annual recognition (detailed further on our website) in the CRN Solution Provider 500 (2006-Present), Washington Technology's Top 100 Government Contractors (2010-Present), and the Washington Business Journal's Largest Government Contractors (2011-Present).

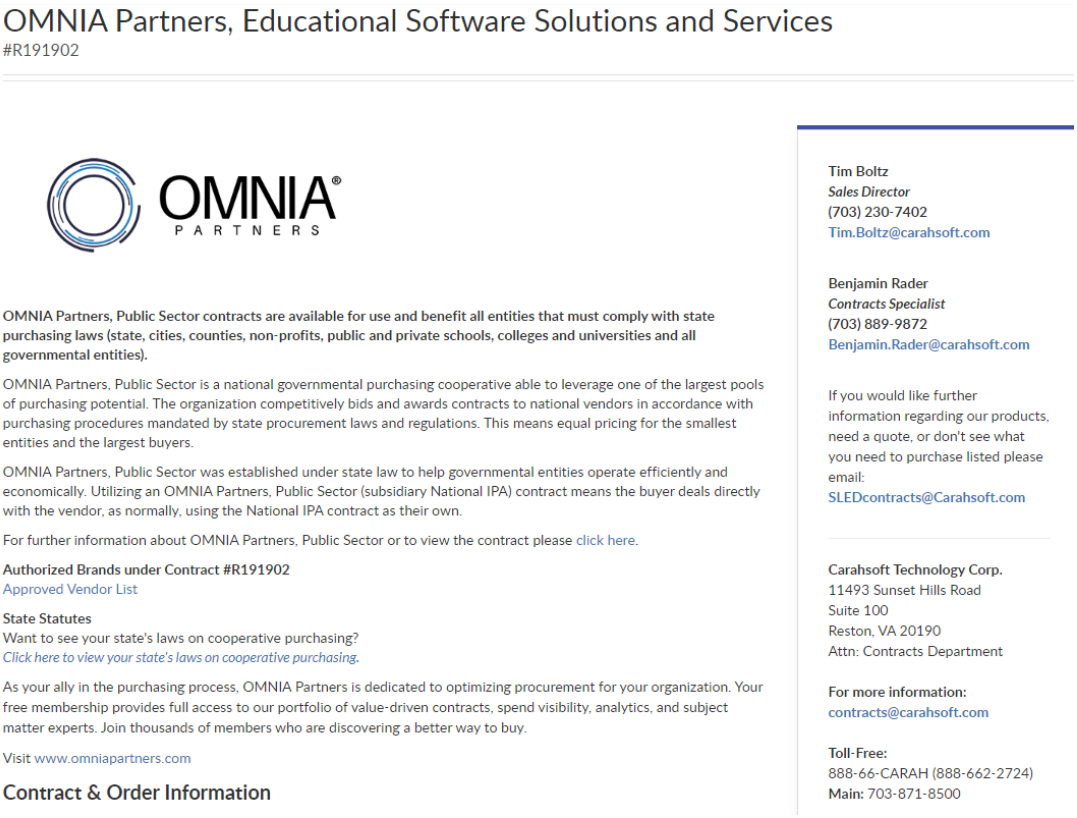
We currently maintain a $25M line of credit available (currently 100% available) with Xenith Bank. Should you require our audited financial statements or have further financial inquiries, we would be happy to provide additional information under separate cover to the specific individual that would be reviewing them.

Specific questions may be referred to Craig P. Abod, *President of Carahsoft Technology Corp.*

xiii. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.

Carahsoft will develop and maintain a microsite that will be dedicated to this Contract. This will be a supplement to the Vendor support site and will include materials such as:

- Contract Information
- Contract FAQ Document
- Product Information
- Catalog/ Pricelist Information
- Additional Contractual Information



OMNIA Partners, Educational Software Solutions and Services
#R191902

OMNIA PARTNERS

OMNIA Partners, Public Sector contracts are available for use and benefit all entities that must comply with state purchasing laws (state, cities, counties, non-profits, public and private schools, colleges and universities and all governmental entities).

OMNIA Partners, Public Sector is a national governmental purchasing cooperative able to leverage one of the largest pools of purchasing potential. The organization competitively bids and awards contracts to national vendors in accordance with purchasing procedures mandated by state procurement laws and regulations. This means equal pricing for the smallest entities and the largest buyers.

OMNIA Partners, Public Sector was established under state law to help governmental entities operate efficiently and economically. Utilizing an OMNIA Partners, Public Sector (subsidiary National IPA) contract means the buyer deals directly with the vendor, as normally, using the National IPA contract as their own.

For further information about OMNIA Partners, Public Sector or to view the contract please click here.

Authorized Brands under Contract #R191902
Approved Vendor List

State Statutes
Want to see your state's laws on cooperative purchasing?
Click here to view your state's laws on cooperative purchasing.

As your ally in the purchasing process, OMNIA Partners is dedicated to optimizing procurement for your organization. Your free membership provides full access to our portfolio of value-driven contracts, spend visibility, analytics, and subject matter experts. Join thousands of members who are discovering a better way to buy.

Visit www.omniapartners.com

Contract & Order Information

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(703) 230-7402
Tim.Boltz@carahsoft.com

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Contracts Specialist
(703) 889-9872
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If you would like further information regarding our products, need a quote, or don't see what you need to purchase listed please email:
SLEDcontracts@Carahsoft.com

Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, VA 20190
Attn: Contracts Department

For more information:
contracts@carahsoft.com

Toll-Free:
888-66-CARAH (888-662-2724)
Main: 703-871-8500

The following are examples of Dedicated Websites for current Carahsoft contracts:

- OMNIA Partners, Educational Software Solutions and Services #R191902
- OMNIA Partners, Cobb County, GA Technology Products, Solutions and Related Services # 23-6692-01
- NASA SEWP V Contract # NNG15SC03B/NNG15SC27B

xiv. Describe the Offeror's safety record.

Carahsoft has a clean safety record, as we carry no inventory to risk employee's safety,

xv. Provide any additional information relevant to this section.

We have no further information to provide in this section.

C) QUALIFICATION AND EXPERIENCE

i. Provide a brief history of the Offeror, including year it was established and corporate office location.

Carahsoft Technology Corp. is an IT solutions provider delivering best-of-breed hardware, software, and support solutions to federal, state and local government agencies. Formed by a group of seasoned professionals with decades of experience in sales, marketing and contract program management, Carahsoft has built our reputation as a customer-centric organization.

The Carahsoft team has a proven history of helping agencies find the best possible technology solution at the best possible value. Each customer works directly with a dedicated account representative to determine a solution tailored specifically to meet his or her needs. We combine our extensive knowledge of the technologies we provide, with a thorough understanding of the government procurement process, to analyze needs, provide configuration support, simplify the ordering process, and offer special government pricing.

Carahsoft will leverage its experience with state and federal procurement agencies to streamline the ordering process for the State of Texas. Carahsoft maintains state-wide contracts in Texas, Ohio, Pennsylvania, California, Florida, Illinois, Maryland, New York State, North Carolina, and Virginia. Additionally, Carahsoft Technology Corp. currently holds many of the proposed products on our GSA Schedule contract (47QSWA18D008F).

ii. Describe Offeror's reputation in the marketplace.

Carahsoft has a unique business model focusing on providing superior sales and marketing execution, a track record of success, high integrity, and a focus on strategic vendor relationships. Carahsoft offers a vast portfolio and provides many value adds that other large reseller companies cannot attain. However, As an IT reseller and distributor, Carahsoft works together with a number of other companies and strives to maintain positive relationships in the IT industry because the IT business requires cooperation on all levels. We are a stable, conservative, and profitable company and have received numerous accolades, as detailed below and further on our awards page: http://www.carahsoft.com/awards

- Top Ranked GSA Multiple Award Schedule Contract holder for software
- #22 on Washington Business Journal's Largest Government Contractors List for 2023
- #31 on Washington Technology's Top 100 Government Contractors List for 2023
- Fed 100 Winner and Ernst & Young Entrepreneur of the Year, Craig P. Abod, President and CEO; Fed 100 Winner, John Lee, Vice President of Cloud Services

iii. Describe Offeror's reputation of products and services in the marketplace.

In addition to our awards above, Carahsoft maintains one of the largest partner networks in the industry and can provide a quote for any vendor in 30 minutes.

iv. Provide a current list of Authorized Distributors/Resellers including contact information and geographical area.

Carahsoft would like to leverage our entire partner network, to ensure that all OMNIA Partners have the best coverage and options available on the market, no matter their need or location. Considering the constantly expanding nature of our current partner network of over 4,000 partners, Carahsoft is unable to list all potential partners at this time. Carahsoft will act as the main point of contact for any processing, handling or shipping of any products or services to the end user and can even provide direct contact information for our manufacturer or reseller partners to facilitate communication if needed.

v. Describe the experience and qualification of key employees.

Carahsoft has managed and administered a variety of cooperative contracts for nearly 20 years, and our dedicated team members have hands-on experience working with OMNIA's needs and requirements. Our leadership team has ample management experience for Texas' account size and type as evidenced below:

Name	Title	Years of Experience
Craig P. Abod	President	40 years
Robert Moore	Vice President	25 years
Karina Woods	Director, Order Management	25 years
Julie Denworth	Director, Marketing	20 years
Tim Boltz	Director, Sales	15 years
Karlie Schachle	Manager, Contract Validation and Reporting	14 years
Madeline Hall Barfield	Manager, Contract Administration	12 years
Benjamin Rader	Contracts Specialist	2 years

Robert R. Moore, Vice President

- Senior Sales Executive with a 25 year accomplished career track
- Held senior sales management positions throughout a dynamic tenure in US Government Information Technology Sales
- Developed multiple successful; selling organizations from the ground up to revenues greater than $500M
- Has contributed to the development of several organizations from the start-up/ incubator phase into mature successful selling phases
- Successful and experienced at performing all aspects of monthly sales forecasting and competitive analyses to develop highly successful selling organizations
- 25 years of total experience in Government IT Sales in positions that have ranged from Technical Account Manager, Director of Sales and several Senior Sales Management posts

Julie Denworth, Vice President, Marketing

- 20 years of experience growing and managing marketing teams to support demand generation in the public sector
- 10+ years of experience as a senior marketing executive
- Committed to ensuring marketing operational success through implementation of best practices and careful assessment of value provided through each program
- Directed competitive research, lead generation activities, nurture programs, channel and internal communications / promotional programs

Karina Woods, Director, Order Management

- 20 years of experience with order management and data entry at Carahsoft, including processing invoices and billing transactions
- Billing and invoicing for software and services that are highly transactional in nature (consumption-based licensing models, cloud services, etc.)
- Tracking extremely large quantiles of orders on a daily, monthly, and yearly basis.
- Managing and tracking orders for Carahsoft's Billing Team, and providing the Billing Team with key information needed to invoice certain orders that are handled with attention to detail and focus

vi. Describe Offeror's experience working with the government sector.

Carahsoft has been providing best of breed hardware, software, and support solutions to federal, state, and local government agencies since 2004, processing over 388,969 orders. Additionally, over the past 20 years Carahsoft has acquired and maintained a wide variety of purchasing contract vehicles for agencies at the state, local, and federal levels. Associated with all contracts are dedicated and experienced contract management resources. A list of available contracts can be found at www.carahsoft.com/contracts/index.php.

vii. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

Carahsoft does not have any such actions.

viii. Indicate if Offeror is licensed to do business in all 50 states

Carahsoft is licensed to do business in all 50 states.

ix. Provide Offeror's expertise in working with public sector and understanding of the unique technical regulatory requirements.

Carahsoft has secured numerous contracts that enable Carahsoft and our partners to serve public sector customers throughout the United States and Canada. We are a topperforming contractor for the GSA Schedule, SEWP V and ITES-SW2 contracts. We hold several agency-specific contracts and Department of Defense Enterprise Software Initiative agreements and provide our EDU and SLG customers with access to technology via The Quilt contract, the NASPO Value Point and OMNIA Partners cooperating purchasing agreements, and numerous state and reseller contracts.

We have established strategic, long-term relationships with the industry's leading manufacturers including Adobe, Splunk, Google Cloud, Amazon Web Services, Microsoft, VMware, Salesforce, Zoom, DocuSign, Micro Focus Government Solutions, Dell Technologies, Snowflake, Palo Alto Networks, ServiceNow, Veritas, Broadcom, and SAP, among hundreds of other established and emerging technology providers.

Our partner ecosystem encompasses more than 4,000+ government contractors, resellers, and integrators who we support and enable with an entire suite of value- added opportunities that run the gamut from training/certification and pre-sales support to lead generation and business development.

By providing an unparalleled volume of proactive, government-focused sales and marketing, including 4,400+ educational events and campaigns annually, we drive demand for our partners. As a result, we now serve as the largest government partner for the majority of our vendors, who have also entrusted other

major aspects of their businesses to Carahsoft including partner enablement, commercial sales, renewals and upsell, and help desk services.

x. Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

Carahsoft actively administers and maintains several cooperative purchasing contracts for the General Services Administration (GSA), National Aeronautics and Space Administration (NASA), National Association of State Procurement Officials (NASPO), OMNIA Partners, Texas Department of Information Resources (among many others), and Public Services and Procurement Canada (PSPC).

Reference # 1	
Entity Name	Region 4 ESC
Contact Name and Title	Available upon request
City and State	Houston, TX
Phone Number	Available upon request
Years Serviced	4 years
Description of Services	Educational Software Solutions and Services
Annual Volume	$40M (est.)

Reference # 2	
Entity Name	OARnet
Contact Name and Title	Available upon request
City and State	Columbus, OH
Phone Number	Available upon request
Years Serviced	9 years
Description of Services	VMware products and services
Annual Volume	$750,000

Reference # 3	
Entity Name	NJedge
Contact Name and Title	Available upon request
City and State	Newark, NJ
Phone Number	Available upon request
Years Serviced	13 years
Description of Services	VMware, F5, and Nutanix hardware and software products and services
Annual Volume	$2,000,000

xi. Provide any additional information relevant to this section.

Not applicable.

D) Value Add

i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

Carahsoft will provide the following additional value-added services at no additional cost to Region 4 ESC:

1. Dedicated Account Manager
2. Program Management
3. Training Webcasts & Access to Carahsoft Facilities
4. Proactive Marketing of the Contract
5. Monthly/Quarterly Reports
6. Dedicated Phone Lines & Live Chat
7. Dedicated Contract Microsite
8. Dedicated Email Address

The following is an in-depth description of the bulleted list above.

1. Dedicated Account Management

In support of the Contract, Carahsoft will provide a focused Account Manager (AM), who will be dedicated to supporting your requirements and this Contract. The AM will be responsible for all aspects of Contract management and be the single point of contact for providing technical help for all the products offered on this proposal.

Sales, order management, and contracting functions that Carahsoft will do for this contract include the following:

- Assistance with the established license distribution procedures
- Product expertise/assistance
- Configuration assistance
- Support for downloads
- Support for customers migrating from existing license contracts
- On demand historical download reports
- Contracts questions
- Assistance with product version, updates and upgrade questions
- Ensure timely delivery of Evidence of Entitlement (or related)
- Evidence of Entitlement (or related) supported by matching receipt
- Co-terming maintenance renewals and existing agreements

2. Program Management

Carahsoft will assign a Program Manager for this Contract who will provide strategic leadership and vision while executing the Contract. The Program Manager's responsibilities will include quality assurance, progress/status reporting, schedule, risk identification/handling/mitigation strategy and program reviews.

3. Training Webcasts & Access to Carahsoft Facilities

At no additional cost, Carahsoft will provide a regular training webcast for Region 4 ESC. These webcasts shall include information regarding new product releases, product patch/ upgrade information or short training webcasts should the need arise and educate users on the following:

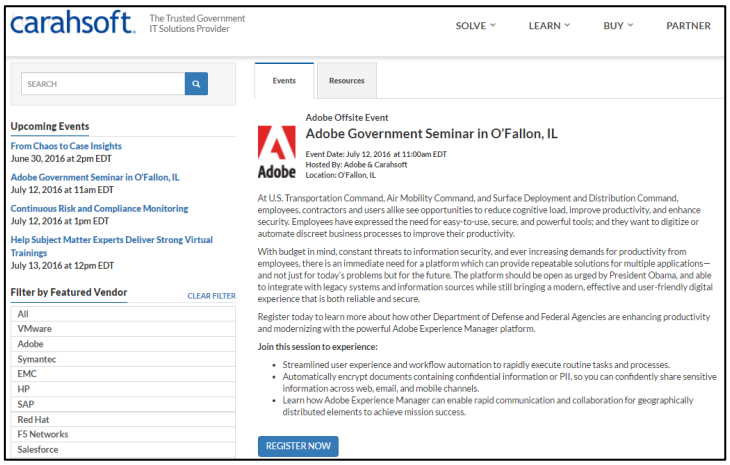
- The terms of the Contract
- Software available on the Contract
- Updates and upgrades as they become available
- New technologies as they become available

These webinars will also be archived and housed on the Contract website so users can view them on demand.

Region 4 ESC will have access to training facilities (user groups, vendor day, and product training) located at Carahsoft headquarters in Reston, Virginia, upon request.

4. Proactive Marketing of the Contract

Carahsoft conducted over 4,850 government specific marketing events in 2023. A few examples include:



- Quarterly Newsletters
- Annual government summits
- Brochures
- Product specific webcasts
- Onsite training seminars
- Representation at government shows
- Host Government User Groups
- Outbound Call campaigns
- Executive Forums
- News Announcements
- Social media promotion (Twitter, Linked In, Facebook, Carahsoft Community)
- Website content/reciprocal links (Carahsoft website page; content for contract sponsor page)
- Marketing materials (FAQs, contract overviews, solution spec sheets, powerpoint slides)
- Training documents
- Co-branded tradeshow graphics, giveaways, display materials
- Tradeshow participation (national, state and local government and education shows)
- Digital and print ads
- Email campaigns
- Proactive marketing opportunity available through:
  - National Coalition for Public Procurement (NCPP) – publicprocurementcoalition.org
  - Institute for Public Procurement (NIGP) – nigp.org
  - National Association of Counties (NACo) – naco.org
  - The United States Conference of Mayors – usmayors.org
  - National League of Cities – nlc.org

- National Governors Association – nga.org
- Relevant State Associations

Carahsoft feels that this proactive marketing will be valuable to Region 4 ESC in terms of promoting this Contract, as well as educating end user on the benefits of the Contract.

5. Monthly/Quarterly Reports

In managing similar Contracts with other government agencies, Carahsoft has developed numerous best practices with providing monthly usage reports. As part of this Contract, Carahsoft will provide monthly license distribution reports to include the following:

- Dates licenses were downloaded
- Dates licenses were shipped
- Ship to Point of Contact
- Number of Licenses
- Version numbers
- Deliver to address
- Current price of the software

This report will differentiate between existing licenses being rolled into the Contract, and new licenses deployed under this agreement. In addition to the monthly reports, Carahsoft will have the ability to produce on-demand usage reports as requested through the Account Manager.

6. Dedicated Phone Lines & Live Chat



Carahsoft will provide a dedicated phone line to be used exclusively for activities supporting this Contract. Both toll and toll-free lines will be made available.

The telephone number will be included on all quotations, emails, website(s), and other documentation regarding this Contract. This dedicated line rings simultaneously to a group of individuals working on this Contract, ensuring that calls are always answered live. Additionally, Carahsoft offers Live Chat capabilities through our homepage (www.carahsoft.com). The Live Chat feature will provide Region 4 ESC with another channel for contacting Carahsoft, and expedite the process for receiving immediate customer service.

7. Dedicated Contract Microsite

Carahsoft will develop and maintain a microsite that will be dedicated to this Contract. This will be a supplement to the Vendor support site and will include materials such as:

- Contract Information
- Contract FAQ Document
- Product Information
- Catalog/ Pricelist Information
- Additional Contractual Information

The following are examples of Dedicated Websites for current Carahsoft contracts:

- OMNIA Partners, Educational Software Solutions and Services #R191902
- OMNIA Partners, Cobb County, GA Technology Products, Solutions and Related Services # 23-6692-01
- NASA SEWP V Contract # NNG15SC03B/NNG15SC27B

8. Dedicated Email Address

Additionally, a dedicated email address will be created in support of this at omniapartners@carahsoft.com or any email Region 4 ESC would like. As with the phone lines, these email aliases would be routed to all individuals at Carahsoft that support this Contract. In this manner, any inquiries received via email would be addressed immediately which would once again enable the quickest execution for all customer service actions.

EXHIBIT A - 3.0 SUPPLIER RESPONSE

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

Carahsoft Technology Corp. is The Trusted Government IT Solutions Provider®, supporting Public Sector organizations across Federal, State and Local Government agencies and Education and Healthcare markets. As the Master Government Aggregator® for our vendor partners, we deliver solutions for Cybersecurity, MultiCloud, DevSecOps, Big Data, Artificial Intelligence, Open Source, Customer Experience and more. Working with resellers, systems integrators and consultants, our sales and marketing teams provide industry leading IT products, services, and training through hundreds of contracts. Founded in 2004, Carahsoft is headquartered in Reston, Virginia.

B. Total number and location of salespersons employed by Supplier.

Carahsoft employees approximately 3,500 persons.

C. Number and location of support centers (if applicable) and location of corporate office.

Carahsoft's main office is located at 11493 Sunset Hills Road, Reston, VA 20190.

D. Annual sales for the three previous fiscal years.

2021 - $10.6B
2022 - $12.5B
2023 - $16.4B

a. Submit FEIN and Dunn & Bradstreet report.

Please find our Dunn & Bradstreet Writeup provided in the designated section in the portal.
FEIN#: 52-2189693
DUNS: 088365767

E. Describe any green or environmental initiatives or policies.

As a value-added reseller, Carahsoft is committed to providing third-party commercial-off-the-shelf (COTS) IT solutions and services that empower our customers to innovate sustainably, and reduce their environmental footprints simultaneously. We integrate environmental considerations into our operations by prioritizing several areas of sustainability:

- **Product/Solution Delivery:** As a value-added reseller, Carahsoft primarily delivers for third-party COTS IT solutions and services, via Electronic Software Delivery (ESD). Delivering products and solutions via ESD helps our customers minimize their carbon and energy footprints by reducing the toxic emissions and waste that would be required to package, transport, and deliver a physical product/solution.

- **Sustainable Facilities:** Although Carahsoft is not directly involved in manufacturing any of the solutions that we resell, our office facilities have been configured to conserve resources and maximize energy efficiency. Each room in our main office includes motion-sensing lights, which are designed to conserve energy when a room/facility is not in use. We leverage Elkay EZH2O Bottle

Filling Stations that enhance sustainability by minimizing dependency on disposable plastic bottles. Our restrooms include sensor-activated flush valves, automatic soap dispensers, and paperless hand dryers that reduce paper and water waste. In an effort to promote recycling, we have included single-stream recycling bins and receptacles in various locations within our office.

- **Sustainable Transit and Transportation:** Carahsoft encourages our employees to leverage public transportation and shared transit in their commutes. Our office is within walking distance to multiple Fairfax Connector bus stations, and has been located within a half mile of a Washington Metropolitan Area Transit Authority (WMATA) metrorail station since 2015. Employees are reimbursed for expenses associated with mass transportation system, which encourages travel via means that will reduce fuel consumption and carbon emissions. We incentivize employees who carpool with other Carahsoft employees by providing them with parking permits that provide access to reserved preferential parking.

- **IT Infrastructure:** Carahsoft has configured our internal IT environment to leverage products, solutions, and devices that will minimize energy consumption to the maximum extent possible. Our workforce utilizes solutions from the Electronic Product Environment Assessment Tool (EPEAT) Registry and Energy Star programs, which are designed to use substantially less electricity when they are idle/not in use. We leverage a hybrid cloud environment, which drastically reduces our physical server footprint (and the amount of energy that would heat and cool a physical data center).

- **Marketing and Digital Media:** Carahsoft hosts hundreds of virtual events (webinars, webcasts, and similar) each year. These events are recorded and archived, so that they can be accessed at a later date. We leverage prominent social media platforms (Twitter, Facebook, and LinkedIn) to advertise events and promote content. This reduces the carbon emissions that result from hosting and/or attending on-site events, as well as the waste produced by promoting events and solutions via paper products.

- **Solutions Portfolio**: Carahsoft's unrivaled portfolio includes IT solutions and services that assist our customers with large-scale telework and online learning initiatives. We support hundreds of best-of-breed vendors that deliver solutions that enable telework, support collaboration, ensure business continuity, and scale communications channels and security. Many of the cloud vendors within our portfolio have implemented environmental energy efficiency plans for their data centers. Additionally, we support several industry-leading hardware providers with solutions in the EPEAT Registry and Energy Star programs.

Carahsoft is always open to suggestions on how we can encourage more sustainable practices and how we can implement additional policies to further reduce our company's carbon footprint.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Carahsoft maintains a vast ecosystem of partners of various socioeconomic classifications, including resellers, systems integrators, and service providers. The Carahsoft partner network includes a very

diverse group with varying specializations, credentials, product lines, and business types, including over 700 Small Businesses. If awarded, Carahsoft will leverage our experience managing this vast partner ecosystem to support the participation of MWBEor SDVOB certified businesses.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise:

☐Yes ☒ No
If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE):

☐Yes ☒ No
If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB): Yes / No
If yes, list certifying agency: _____

☐Yes ☒ No
If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone):

☐Yes ☒ No
If yes, list certifying agency: _____

e. Other recognized diversity certificate holder:

☐Yes ☒ No
If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

As described above, Carahsoft has a robust partner network, many of which do meet minority owned standards.

I. Describe how supplier differentiates itself from its competitors.

Carahsoft has a vast knowledge of Omnia which stems from our extensive experience and participation in the program. In addition to the experience with Omnia Carahsoft brings, we also exhibit key differentiators which set us apart from the industry and our competitors. Carahsoft's top three differentiating strengths include:

1. Sales & Marketing – Carahsoft provides innovative sales and marketing programs to each vendor we support. Carahsoft's dedicated proactive sales team focuses on lead generation, proactive inside sales, and provides responsive sales support. We work with vendors to develop a joint sales process based on the vendor go-to-market strategy and work to align the Carahsoft sales team with vendor and reseller teams.

Carahsoft's comprehensive marketing program is supported by a dedicated marketing team of 220+ reps. The marketing team plans and executes many informative events throughout the year to drive demandincluding but not limited to: webcasts, on-site events (Carahsoft hosted and third-party hosted), conferences and trade shows, email campaigns, social media campaigns, advertising and thought-leadership. Carahsoft invests in many marketing resources that we extend to our vendor teams to maximize marketing effectiveness and amplify the vendor's messaging.

2. Proven Execution – Carahsoft has leveraged its vast contracting experience and extended it to quoting and order management. In our experience managing public sector aggregation programs on behalf of other industry leading vendors, Carahsoft has the operation excellence in place to free up vendor resources previously committed these tasks. We feel our model will allow Autodesk to "offload" some of these tasks on Carahsoft, knowing that we are fully committed and capable of servicing the partner eco-system.

- Carahsoft seamlessly generates quotes within 30 minutes or less
- Carahsoft has a team dedicated to renewals sales and a leadershipgroup to ensure that each team is working at an optimal level.

3. Knowledge of Government – The government market is complex and the intricacies offer the opportunity for an innovative model driven to best serve government customers and add value to the channel. Carahsoft has extensive knowledge and decades of expertise in understanding the public sector market, including:

- Unique budget and procurement cycles
- Specific contract requirements and set-asides
- Audits, regulations and compliance
- The value of Prime Contractors and Systems Integrators and how to work with them
- Competitive marketplace
- Security Clearances
- Collection of A/R requires expertise and focus

Carahsoft stays current with government requirements, trends and initiatives by attending and participating in many industry events. We also rely on the expertise of our industry consultants who are former government executives.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Not applicable.

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;
b. is not owned or operated by anyone who has been convicted of a felony; or Version March 19, 2024
c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

Not applicable.

L. Describe any debarment or suspension actions taken against supplier

Not applicable.

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Carahsoft is leveraging our vast ecosystem of manufacturer, reseller, and services partners. Please see our attached corporate line card for an idea of the large partner network we can provide for this initiative.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Carahsoft holds many other contract vehicles with State and Local agencies. We are happy to offer these to any states where products and services will not be offered under the Master Agreement. Please see a full list of our contracts here: https://www.carahsoft.com/buy#state-local

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Carahsoft has a representative that manages our current Omnia contract. This same representative will help manage this contract, and will help ensure that all Participating Agencies will receive the Master Agreement pricing through any distributors or reseller partners. In addition, the contract pricing will be listed for all our in-house sales representatives to chose in our internal, custom built Customer Relationship Management Platform to ensure direct deals are properly priced according to the Master Agreement.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

Carahsoft would like to leverage our entire partner network, to ensure that all OMNIA Partners have the best coverage and options available on the market, no matter their need or location. Considering the constantly expanding nature of our current partner network of over 4,000 partners, Carahsoft is unable to list all potential partners at this time. Carahsoft will act as the main point of contact for any processing, handling or shipping of any products or services to the end user and can even provide direct contact information for our manufacturer or reseller partners to facilitate communication if needed.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Carahsoft is capable of shipping to any customer worldwide from our main headquarters in Reston, VA. As a North American distributor, 99% of hardware deliveries are made within the continent and mostly within continental US or US address abroad.

3.3 Marketing and Sales

A. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.

Carahsoft has no sections we wish to withhold from the Omnia website.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

Carahsoft can confirm we will have dedicated contract management and marketing personnel involved to determine strategies to advertise the new contract and determine the best ways to ensure our in house personnel, manufacturer partners and reseller partners can leverage the contract.

C. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications

Carahsoft will post a co-branded press release on our website, as well as a trade publication such as GlobeNewswire. Here is an example from a previous contract: https://www.globenewswire.com/news-release/2020/05/21/2037187/0/en/Carahsoft-Awarded-Educational-Software-Solutions-and-Services-Contract-through-OMNIA-Partners-Public-Sector.html

ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

Carahsoft posts all contracts and agreement details on our website at the following link: https://www.carahsoft.com/buy#omnia-partners-public-sector. Upon award, Carahsoft will add the relevant contract details to the website above.

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

Carahsoft's dedicated marketing team will edit current materials to add co-branded marketing on this contract to our proven end-user / customer initiatives such as the following:

- On-Site Events
- Webcasts
- Tradeshows
- Industry conferences
- Email Campaigns
- Digital and Print ads

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

Carahsoft offers deep experience in public sector marketing. Our dedicated team plans, promotes and executes more than 4,850 public-sector marketing campaigns and events each year, including contract specific promotional activities such as national, state and local government and education shows. We would be more than happy to participate with OMNIA Partners at these trade shows, or additional trade shows that may be beneficial to promoting the Master Agreement.

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

Carahsoft can commit to attend the NIGP Annual Forum.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

As a prime government aggregator, Carahsoft is constantly utilizing marketing efforts to drive and identify new and upcoming business. We confirm that we will include this contract in our marketing efforts throughout the term of the Master Agreement through national and regional trade publications.

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

Carahsoft relishes the opportunity to promote our success stories to our current and future customers. We confirm that we will continue to make updated publications and materials throughout the contract term to promote the Master Agreement.

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- *OMNIA Partners standard logo;*
- *Copy of original Request for Proposal;*
- *Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;*
- *Summary of Products and pricing;*
- *Marketing Materials*
- *Electronic link to OMNIA Partners' website including the online registration page;*
- *A dedicated toll-free number and email address for OMNIA Partners*

Carahsoft has a dedicated OMNIA contract page for our current contract here: https://www.carahsoft.com/buy/slg-contracts/all-states/omnia-partners-edu#resources. Upon award, we will add the details provided above for this current contract to our page. We are also more than happy to edit the information provided for our current contracts if necessary to meet the OMNIA partner's goals.

D. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Carahsoft holds a mulititude of contracts for the convenience of our Government customers. Each agency often requires different terms and conditions or contract vehicles and we work diligently to discuss the right option for each customer. Carahsoft has a database of information to determine the best contract to use for each agency, and vendor. Carahsoft will utilize this database when discussing options with our government customers, and recommend this contract for our SLED customers whenever possible.

E. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

Carahsoft agrees to provide its logo to OMNIA partners for reproduction in marketing communications and promotions. We will be sure to request permission when reproducing the OMNIA Partners logo in our own marketing communications and promotions.

F. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
ii. Best government pricing
iii. No cost to participate
iv. Non-exclusive

As discussed above, Carahsoft will actively direct sales to Public agencies nationwide through this contract. We will be sure to include the above bullets in our initiatives.

G. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

i. Key features of Master Agreement
ii. Working knowledge of the solicitation process
iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
iv. Knowledge of benefits of the use of cooperative contracts

Carahsoft will appoint a contract manager upon award who will instruct any sales personnel on the details listed above.

H. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support
ii. Marketing
iii. Sales
iv. Sales Support
v. Financial Reporting

vi. Accounts Payable
vii. Contracts

The security and privacy of each of Carahsoft's employees are of the upmost importance to the company. Due to the sensitive nature of this information, Carahsoft respectfully declines to share names and contact information for specific employees at this stage. We would be more than happy to provide this information upon award or sample resumes upon down selection directly to the evaluation team where it will not be part of the public record.

I. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Please see the attachment labelled "Carahsoft's Organization Chart". Due to our employee confidentiality and the public nature of procurement documents, Carahsoft respectfully declines to provide the contact information for our employees at this time.

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

Our sales teams will be educated on the availability of this contract, and the relevant contract details so they can offer this contract as an option for our government customers to utilize when purchasing IT Solutions and Services.

J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account setup, timely contract administration, etc.

Carahsoft will appoint a dedicated Contract Manager who will help manage communications received from Participating Public Agency's requesting to account set up, and who will manage any contract administration requirements.

K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Carahsoft completed $16.4B in sales in 2023, however due to customer confidentiality Carahsoft is unable to provide total purchase numbers and contact information on documents subject to the public record.

L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

The Carahsoft Team is fully able to send and receive Delivery Orders, Order Status Reports, Post Order Reports, Administrative Handling Fees, and the like in any format that is most comfortable to our Government Customers. Carahsoft accepts orders via purchase order, credit card (phone or web), direct invoices, customer contracts and similar.

M. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$_____.00 in year one
$_____.00 in year two
$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Carahsoft cannot guarantee a specific number of Contract Sales at this time.

N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Carahsoft will work with our Government customers to ensure we provide the best possible pricing for each individual deal and contract to ensure we are meeting and exceeding their needs.

ADDITIONAL REQUIRED DOCUMENTS

Carahsoft's W-9

Please see our W-9 below.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Carahsoft Technology Corporation

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
11493 Sunset Hills Rd

Requester's name and address (optional)

6 City, state, and ZIP code
Reston, VA 20190

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
5 2 - 2 1 8 9 6 9 3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person ▶** [signature] **Date ▶** 1/2/24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

New Jersey Business Registration Certificate

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	CARAHSOFT TECHNOLOGY CORP
Trade Name:	
Address:	1860 MICHAEL FARADAY DR STE. 100 RESTON, VA 20190
Certificate Number:	1511213
Effective Date:	September 09, 2009
Date of Issuance:	February 04, 2019

For Office Use Only:

20190204164113764

Corporate Line Card

Please see our Corporate Line Card below.

carahsoft GOVERNMENT IT SOLUTIONS

Carahsoft Technology Corp. is The Trusted Government IT Solutions Provider®, supporting Federal, State and Local Government agencies and Education and Healthcare organizations. As the Master Government Aggregator® for our vendor and reseller partners, we deliver solutions for Cybersecurity, MultiCloud, DevSecOps, Big Data, Artificial Intelligence, Open Source, Customer Experience and more.

vmware®	VMware is the global leader in virtualization and cloud computing solutions from desktop to datacenter. All 15 cabinet level agencies, military services, numerous DoD agencies, and many other federal agencies rely on VMware to avoid IT infrastructure costs, ensure continuity of operations and provide secure endpoints.	888-6VMWARE 888-686-9273
aws	Amazon Web Services provides a highly reliable, scalable, low-cost infrastructure platform in the cloud that powers hundreds of thousands of businesses in 190 countries around the world. With data center locations in the U.S., Europe, Brazil, Singapore, Japan, and Australia, customers across all industries are taking advantage of the low-cost, agile, flexible, and secure solutions that AWS offers.	888-662-2724
Symantec. A Division of Broadcom	Symantec enables government agencies to have confidence in their IT infrastructure. Helping agencies protect and manage mission-critical information and interactions, Symantec delivers software and services that address risks to security, availability, compliance and performance.	877-GOV-SYMC 877-468-7962
paloalto® NETWORKS	Palo Alto Networks is the next-generation security company maintaining trust in the digital age by helping organizations prevent cyber breaches. Palo Alto Networks' security platform safely enables applications, users and content, empowering government agencies to securely and efficiently move their missions forward.	855-6NEXTGN 855-663-9846
VERITAS™	Veritas Technologies is the global leader in enterprise backup and data recovery solutions. Agencies and organizations rely on the Veritas Enterprise Data Services Platform to automate enterprise data protection, ensure 24/7 availability of mission-critical and citizen-facing applications, and provide the insights needed to comply with evolving data regulations.	866-837-4827
splunk>	Splunk Inc. is the market leader in analyzing machine data to deliver Operational Intelligence for security, IT and the business. Splunk® software provides the enterprise machine data fabric that drives digital transformation. More than 13,000 customers in over 110 countries use Splunk solutions in the cloud and on-premises.	855-3-SPLUNK 855-377-5865
Trellix	Trellix is a global company redefining the future of cybersecurity. Trellix's security experts, along with an extensive partner ecosystem, accelerate technology innovation through machine learning and automation to empower over 40,000 business and government customers.	855-462-2333
DELL Technologies	Dell is a leader in enabling government agencies to transform their operations and deliver IT as a service. Through innovative products and services, Dell accelerates the journey to cloud computing, helping IT departments store, manage, protect and analyze information in a more agile, trusted and cost-efficient way.	866-DELL-2-GO 866-335-5246
f5	F5 Networks helps government organizations create an agile IT infrastructure that aligns with mission-critical demands. With F5 solutions in place, organizations gain strategic points of control wherever information is exchanged, from client devices and the network to application servers, data storage and everything in between.	877-95-F5GOV 877-953-5468
Red Hat	Red Hat understands that government agencies demand performance, transparency and value—and that's exactly what Red Hat offers. As the standard for Linux in governments, Red Hat's cloud, virtualization, storage and platform solutions bring freedom, collaboration and the power of open source to all government agencies.	877-RHAT-GOV 877-742-8468
Adobe	Adobe revolutionizes how agencies engage with ideas and information, transforming and extending government services to provide a richer, more productive, and trusted experience with constituents, personnel, and the military. Adobe helps government deliver information to the edge – anytime, anywhere, and through any medium.	877-99ADOBE 877-992-3623
salesforce	Salesforce is the enterprise cloud computing leader dedicated to helping companies and government agencies transform into connected organizations through social and mobile technologies. Since launching its first service in 2000, Salesforce's list of over 150,000 customers spans nearly every industry worldwide.	877-SFDC-007 877-733-2007
Google Cloud	Google Cloud is a trusted technology leader who understands how to help agencies transition from legacy architectures and utilize their data to fuel true mission success. Google Cloud provides cloud-native infrastructure with layered security, machine learning and analytics at web-scale to rapidly innovate and advance agency goals.	844-55-GOOGL 844-554-6645
SAP®	SAP sets a new standard for innovation and performance in the public sector with integrated solutions that apply database technology, business analytics, applications, cloud computing and mobility to solve IT challenges. SAP brings intelligent ideas to the public sector that achieve mission-critical operations.	888-SAP-1GOV 888-727-1468
MICRO FOCUS®	Micro Focus Government Solutions supports the needs of the U.S. public sector. Micro Focus Government Solutions' agile and modern software helps solve mission-critical IT challenges. Micro Focus Government Solutions is a purpose-built, U.S. based company that is committed to helping public sector organizations' mission.	888-554-7468

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GOVERNMENT IT SOLUTIONS

COMPLEMENTARY SOLUTIONS

VMWARE	10iG Technology, Arista, ClearCube, HYCu, Hytrust, Imprivata, Ivanti, Lightbend, Liquidware, NCS, Nutanix, Puppet, Rubrik, Teradici
SPLUNK	AcAlvio, Corelight, Cynerio, Discovered Intelligence, Exiger, Expanse, Infinidat, PencilData, Qmulos, RedFactor, Rhondos, SMS 360, Syncsort, Vectra
SAP	Acsis, Adobe, Apex, Apigee, Ariba, BMC, ClockWork, Cloudera, Datawatch, Dassian, Dell Technologies, GB&Smith, GoSecure, Greenlight Technologies, LC, Micro Focus Government Solutions, NimbleStorage, NoteShark, NS2, NS2 Labs, Onapsis, PingIdentity, Precise, Progress, Red Hat, Resilient, SAP, SAP + Qualtrics, SAP Concur, SAP SuccessFactors, VMware, Volume Integration
SERVICENOW	3CLogic, Apptio, Bravium, Dtech Apps, MobiChord, Mobile Reach, NNT, Nuvolo, Pagerduty, Platcore, Stave, Uxstorm

SOLUTION VERTICALS

MULTICLOUD	Accela, Acquia, Adobe, Akamai, Alfresco, AWS, Anaplan, Anchore, Apptio, Aqua, Aviatrix, Axway, Backblaze, BlackBerry, Box, Brightcove, C3.ai, CIS, CloudBees, CloudBolt, CloudCheckr, Commvault, Confluent, DarkOwl, Databricks, Dell Technologies, Denodo, Digital.ai, DocuSign, Domino, Druva,Elastic, EDB, Exterro, Genesys, GitLab, Google Cloud, Granicus, greymatter.io, GroundWork, HashiCorp, Hootsuite, Jive, Kion, Kiteworks, LinkedIn,Lookout,MicroFocusGovernmentSolutions,Microsoft,MongoDB,Neustar,NewRelic,Nutanix,Okta,Orion,OSIsoft,Outsystems,Proofpoint, QTS, Qualtrics, Qualys, Rackspace, Red Hat , Salesforce, SAP NS2, Saviynt, Secureworks, ServiceNow, Slack, Smartsheet, Software AG, Sonatype, Splunk,SwiftStack,Symantec,Teradici,TerraPixel,ThreatConnect,Trellix,Trustwave,Twilio,Tyler,Virtru,Virtustream,VMware,VoyagerLabs,Zscaler
CYBERSECURITY	1Kosmos, Agari, Akamai, ALTR, Anchore, Anomali, Aqua, Aquera, Armis, Attivo Networks, AvePoint, Bastille, Bayshore Networks, BeyoundTrust, Blackberry, BlackBerry Cyclance, Blancco, Blinkly, Cellebrite, CertiPath, Cloud Cover, Cofense, Conceal, Contrast Security, Crowdstrike, CyberArk, Dataguise, DataLocker, Digital Guardian, Druva, Dtex, Eclypsium, Entrust, Exabeam, Exterro, F5, Fidelis, FlashPoint, Forcepoint, Forescout, ForgeRock, Fornetix, Fortinet, Forward, Gigamon, GlobalScape, GoSecure, HashiCorp, HID, iBoss, Identity Automation, Imperva, Information Security, Infoblox, Inspired eLearning, IronNet, Keeper, Kion, Kiteworks, Lookout, Material, MediGate, Micro Focus, Mosse Security, Netskope, Netwitness, Netwrix, Neustar, Nlyte, Nucleus Security, Okta, OSIsoft, PaloAlto Networks, Ping Identity, ProofPoint, Qualys, RackTop, Radiant Logic, RangeForce, Rapid7, Recorded Future, RiskSense, RSA, Sailpoint, Samsung, SANS, Saviynt, Secureworks, Securoix, SentinelOne, SkyBox Security, SolarWinds, Sonatype, Splunk, Symantec, Tanium, Tempered Networks, Tenable, Thales, ThreatConnect, ThreatLocker, ThreatQuotient, Trellix, Trend Micro, Trusona, Trustwave, Tufin, Venafi, Veracode, VMware, Waterfall, White Canyon, Zeva, Zimpeium, Zscaler
OPEN SOURCE	Acquia, Alfresco, Anchore, CloudBees, Cloudera, Cockroach Labs, Confluent, Databricks, Ekahau, Elastic, EDB, ForgeRock, GitLab, GroundWork, H2O.ai, HashiCorp, Hitachi, Liferay, Lucidworks, Liquibase, Mattermost, MongoDB, Neo4j, Red Hat, Red Hat 3scale API Management, Red Hat Advanced Cluster Management, Red Hat Ansible, Red Hat Application Services, Red Hat Ceph Storage, Red Hat CodeReady Studio, Red Hat CodeReady Workspaces, Red Hat Decision Manager, Red Hat Enterprise Linux, Red Hat Gluster Storage, Red Hat Hyperconverged Infrastructure, Red Hat Integration, Red Hat Insights, Red Hat Integration, Red Hat JBoss, Red Hat Mobile App Platform, Red Hat OpenShift Container Platform, Red Hat OpenShift Data Foundation, Red Hat OpenStack, Red Hat Process Automation Manager, Red Hat Quay, Red Hat Runtimes, Red Hat Satellite, Red Hat Smart Management, Red Hat Storage, Red Hat Virtualization, Sonatype, Tetrate, Zimbra
AI & MACHINE LEARNING	ABBYY, Adobe, AWS, Alteryx, Basis Technology, BlackBerry, C3.ai, CalypsoAI, Chooch.ai, ClarifAI, Cloudera, Collibra, CORAS, CornerstoneAI, CrowdAI, CrowdStrike, CVEDIA, Darktrace, Databricks, DataRobot, Deep Labs, Dell Technologies, Delphix, Deltek, Denodo, Domino, Eightfold. AI, Fortinet, Google, H2O.AI, Heavy.AI, HPE, Informatica, IronNet, Kinetica, Kofax, Labelbox, Liqid, Micro Focus Government Solutions, Microsoft Azure, Microway, Modzy, NNData, Nuance, Nutanix, NVIDIA, NVIDIA Networking, Ocient, piXlogic, Red Hat, Rescale, Run.ai, Salesforce, SAP, SAP NS2, Senzing, SFL Scientific, Snowflake, Sophos, Splunk, Tableau, Tensor Networks, Titan Technologies, Trellix, UiPath, Vast Data, Vectra, Veritone
MOBILITY & TELEWORK	10ZiG, BlackBerry, Blancco, Blue Cedar, ClearCube, Deep Instinct, HYCU, Isec, Liferay, Liquidware, Lookout, MongoDB, NowSecure, Nutanix, Red Hat, Slack, Splunk, Swyft, Teradici, VMware
5G SOLUTIONS	AWS, CalChip, CID, Ciena, Commscope Ruckus, CTS, Dell Technologies, F5, Infinera, Infovista, Intel, JMA Wireless, MantisNet, Nokia, Orion, PaloAlto Networks, Red Hat, SAP, Telia Carrier, VMware
CX & ENGAGEMENT	ABBYY, Accela, Acquia, Adobe, Akamai, Alfresco, Atlassian, Box, Conga, Copado, Decision Lens, Delphix, DocuSign, ForgeRock, Genesys, Google Cloud, Granicus, Hootsuite, Jumio, Liferay, LinkedIn, Microsoft, Mural, New Relic, Nintex, Nuance, Okta, Orion, Qualtrics XM, Red Hat, Salesforce, ServiceNow, Skedulo, Slack, Software AG, Sprinklr, Tableau, Talkdesk, Tyler Technologies, WalkMe, Yext, Zencity, Zoom
IN-Q-TEL SOLUTIONS	Anomali, Apigee, Apptio, ArchSight, Basis Technology, Boundless, Box, Bromium, Cellebrite, CipherCloud, Cloudant, Cloudera, Contrast, Cylance, Databricks, DataRobot, Delphix, Digital Reasoning, Domino, Endeca, Finch Computing, Frame, Fusion-IO, geoiQ, GitLab, Heavy.AI, Hytrust, Ike, Immersive Wisdom, Initiate, Kofax, LabelBox, Language Weaver, LILT, Local Motion, Lookout, Lucidworks, Magnet Forensics, Markforged, memSQL, MetaCarta, Micro Focus Government Solutions, Mocana, Mongo DB, MotionDSP, NarrativeScience, Nicira, NovoDynamics, Nozomi, Okta, Optiolabs, Orbital Insight, Orion, Palantir, Paxata, Phantom, Pindrop, piXlogic, Platfora, QuantiFind, Recorded Future, ReversingLabs, SDL, SitScape, SilverTail, Skytree, Socrata, Software Government Solutions, Sonatype, Tenable, Teradici, Terrago, Thetus Corp. Trellix, Veracode, Vintri
LAW ENFORCEMENT	Acadis, ADF Solutions, Adobe, Airgility, Airversity, Authentic8, AWS, Axon, BlackBerry, Blackswift, Blueforce Development, Cellebrite, Chainalysis, Commvault, Conceal, Darkowl, Dedrone, DigitalBlue, Elsight, Flashpoint, Ghost Robotics, Google Cloud, Gridless Power, Icaros, ikeGPS, Informatica, Inspired Flight, Juniper Unmanned, Lightsense, Magnet Forensics, Mark43, Measure, Mi-Case, Microsoft, Microsoft Surface, NTrepid, Nuance, NVIDIA, Okta, piXlogic, Qii.Ai, Recorded Future, Red Hat, Reveal, SAFR, Salesforce, SkyX, Software AG, Sonim, Tableau, TransUnion, Trimble, VELARY, Veritone, Vidizmo, Vintra, VIQ, Voyager Labs, Wickr
FEDRAMP SOLUTIONS	AchieveIt, Acquia, Adobe, Akamai, Apptio, Armis, Authentic8, AvePoint, AWS, Axon, BlackBerry, BMC, Boomi, Box, Broadcom, C3.ai, CloudCheckr, Cofense, Collibra, Contegix, Copado, CORAS, CoSo Cloud, CrowdStrike, CyberArk, Databricks,DataRobot, Decision Lens, Delinea, Digital.ai, DocuSign, Druva, Eightfold.ai, Elastic, Exterro, FM:Systems, Forcepoint, Genesys, Google Cloud, Granicus, HackerOne, Hootsuite, IBM, iBoss, Infoblox, Informatica, Ivanti, Keeper Security, Kiteworks, Lookout, Micro Focus Government Solutions, Microsoft, MongoDB, MuleSoft, Netskope, New Relic, Nintex, Nuance, Nutanix, Okta, Orock, OwnBackup, PaloAlto Network, Proofpoint, Qualtrics, Qualys, Quzara, Rackspace, Rescale, RSA, SailPoint, Salesforce, SAP NS2, Saviynt, ServiceNow, SkyHigh, Slack, SmartSheet, Snowflake, Software AG, Splunk, Sprinklr, Tanium, Tenable, Trellix, Trello, Tyler Technologies, UiPath, ValiMail, Veracode, Veritone, Virtru, Virtustream, VMware, Vyopta, Wickr, Zimperium, Zoom, Zscaler
GEOSPATIAL	Accela, AeroCloud, Airversity, AutoDesk, Ball, Bentley, Better GIS, Chooch AI, CompassCom, CompassData, Dedrone, Digital Map, e-PlanSoft, FM:Systems, GeoNorth, Google Maps, Icaros, ikeGPS, Intermap, MapBox, NearMap, Qii.AI, Spire, Terra Pixel, TomTom, Trimble, Vehicle Tracking Solutions, Velary
HEALTHCARE	Adobe, BeyoundTrust, BlackBerry, CA Technologies, Cloudera, Collibra, Databricks, Dell Technologies, F5, Fidelis Security, Forescout, Gigamon, Google Cloud, Granicus, Gridless Power, HPE, Imprivata, Infoblox, Ivanti, John Snow Labs, Kofax, Micro Focus Government Solutions, MuleSoft, NCS, New Relic, Nuance, Nutanix, Nuvolo, Okta, Orion, piXlogic, Red Hat, Salesforce, Samsung, SAP, SentinelOne, ServiceNow, Snowflake, Splunk, Symantec, Tableau, Trellix, Trend Micro, Veritas, VMware, Zscaler

CARAHSOFT CONTRACT VEHICLES

GSA SCHEDULE	47QSWA18D008F, GS-35F-0119Y
SEWP V	Group A Other Than Small: NNG15SC03B, Group D Other Than Small: NNG15SC27B
ESI BPA CONTRACTS	Adobe: N00104-09-A-ZF31, N00104-12-A-ZF31, NNX13AA89Z, HSHQDC-13-A-00039; CollabNet: HC1028-11-A-0100; Micro Focus Government Solutions: N00104-13-A-ZF46; Intel: W5P1J-15-D-0008; IronKey: HSTS05-12-A-MED002; Red Hat Linux: HC1028-14-A-0002; SAP: N00104-08-A-ZF43 ServiceNow: N00104-13-A-ZF47; Splunk: DE-IM0000789; Symantec: N00104-13-A-ZF45; VMware/Dell: W91QUZ-09-A-0003; ForeScout: #N66001-18-A-0005

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EEOAA Evidence – EEO Report

Please see our EEO Report below.

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION (EEOC)
2023 EMPLOYER INFORMATION REPORT (EEO-1 COMPONENT 1)

EEOC Standard Form 100 (SF 100)
Revised 08/2023
OMB Control Number: 3046-0049
Expiration Date: 11/30/2026

SECTION A – TYPE OF REPORT
SINGLE ESTABLISHMENT REPORT

SECTION B – EMPLOYER IDENTIFICATION

OFS COMPANY ID	EMPLOYER NAME
DA57607	CARAHSOFT TECHNOLOGY CORPORATION

ADDRESS	CITY/TOWN	STATE	ZIP CODE
11493 Sunset Hills Road, SUITE 100	RESTON	VA	20190

SECTION C – HEADQUARTERS OR ESTABLISHMENT-LEVEL IDENTIFICATION (if applicable)

HQ/ESTABLISHMENT-LEVEL UNIT ID	HEADQUARTERS OR ESTABLISHMENT-LEVEL NAME

HEADQUARTERS OR ESTABLISHMENT-LEVEL ADDRESS	CITY/TOWN	STATE	ZIP CODE

SECTION D – EMPLOYER IDENTIFICATION NUMBER (EIN)
522189693

SECTION E – EMPLOYER FILING ELIGIBILITY
☒ **YES** (Employer Is Eligible to File) ☐ **NO** (Employer Is Not Eligible to File) ☐ **EMPLOYER NO LONGER IN BUSINESS**

SECTION F – FEDERAL CONTRACTOR DESIGNATION (if applicable)
Unique Entity ID (UEI): DT8KJHZXVJH5

☒ **YES** (Single-Establishment Employer is Federal Contractor) ☐ **YES** (Multi-Establishment Employer is Federal Contractor)

☐ **YES** (Headquarters is Federal Contractor) ☐ **YES** (Non-Headquarters Establishment is Federal Contractor)

☐ **YES** (One or More Non-Headquarters Establishments is Federal Contractor)

SECTION G – NAICS INFORMATION
513210 - Software Publishers

SECTION H – WORKFORCE DEMOGRAPHIC DATA

JOB CATEGORIES	Race/Ethnicity														Row Total
	Hispanic or Latino		Not Hispanic or Latino												
			Male						Female						
	Male	Female	White	Black or African American	Asian	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	Two or More Races	White	Black or African American	Asian	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	Two or More Races	
Executive/Senior Level Officials and Managers	0	0	3	0	0	0	0	0	0	0	1	0	0	0	4
First/Mid-Level Officials and Managers	0	0	5	0	0	0	0	0	6	0	0	0	0	0	11
Professionals	26	60	141	3	20	0	0	12	417	17	59	2	0	30	787
Technicians	0	0	1	0	2	0	0	0	1	0	0	0	0	0	4
Sales Workers	102	76	872	113	54	3	4	50	883	47	32	5	5	60	2306
Administrative Support Workers	1	1	6	1	1	0	0	0	23	1	2	0	0	1	37
Craft Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers and Helpers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CURRENT 2023 REPORTING YEAR TOTAL	129	137	1028	117	77	3	4	62	1330	65	94	7	5	91	3149
PRIOR 2022 REPORTING YEAR TOTAL	88	84	783	83	64	4	3	43	989	45	69	5	4	66	2330

SECTION I – WORKFORCE SNAPSHOT PERIOD
12/15/2023 - 12/31/2023

SECTION J – HEADQUARTERS OR ESTABLISHMENT-LEVEL COMMENTS (optional)
Not Applicable

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION (EEOC) 2023 EMPLOYER INFORMATION REPORT (EEO-1 COMPONENT 1)	EEOC Standard Form 100 (SF 100) Revised 08/2023 OMB Control Number: 3046-0049 Expiration Date: 11/30/2026

SECTION K – OFFICIAL CERTIFICATION OF SUBMISSION

EMPLOYER IDENTIFICATION

OFS COMPANY ID	EMPLOYER NAME
DA57607	CARAHSOFT TECHNOLOGY CORPORATION

ADDRESS	CITY/TOWN	STATE	ZIP CODE
11493 Sunset Hills Road, SUITE 100	RESTON	VA	20190

CERTIFICATION COMMENTS (optional)

No Certification Comments Provided

CERTIFICATION STATEMENT

"I certify that the information, including any workforce demographic data, provided in this report is correct and true to the best of my knowledge and was prepared in conformity with the directions set forth in the form and accompanying instructions."

Knowingly and willfully false statements on this report are punishable by law, US Code, Title 18, Section 1001.

DATE OF CERTIFICATION

5/14/2024 11:16 AM [EST]

EMPLOYER'S CERTIFYING OFFICIAL

Name of Employer's Certifying Official	Title of Certifying Official
Robert Moore	Vice President
Email Address of Certifying Official	**Telephone Number of Certifying Official**
robert.moore@carahsoft.com	703-871-8504

PRIMARY POINT OF CONTACT (POC) FOR EEO-1 COMPONENT 1 REPORTING

Name of Primary POC	Title and Employer of Primary POC
Robert Moore	Vice President Carahsoft Technology Corporation
Email Address of Primary POC	**Telephone Number of Primary POC**
robert.moore@carahsoft.com	703-871-8504

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
(b) Is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, ☒ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, ☒ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(**C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES  Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Does offeror agree? YES  Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

(1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

(2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK

CERTIFICATE OF COMPLIANCE

(select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES: ☑

OR

Certificate of <u>Non-Compliance</u> with 49 USC §5323(j)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.
Check for YES: ☑

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

Does offeror agree? YES JK Initials of Authorized Representative of offeror

Offeror's Name: Carahsoft Technology Corporation
Address, City, State, and Zip Code: 11493 Sunset Hills Road, Suite 100, Reston, VA 20190
Phone Number: 703-871-8500
Fax Number: 703-871-8505

Printed Name and Title of Authorized Representative: Jennifer Kanach, Secretary
Email Address: Jennifer.Kanach@carahsoft.com
Signature of Authorized Representative: Jennifer Kanach
Date: 06/05/24

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES JK Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES JK Initials of Authorized Representative of offeror

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever

is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES JK Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name:
Carahsoft Technology Corporation

Address, City, State, and Zip Code:
11493 Sunset Hills Road, Suite 100, Reston, VA 20190

Phone Number: 703-871-8500 Fax Number: 703-871-8505

Printed Name and Title of Authorized Representative:
Jennifer Kanach, Secretary

Email Address:
Jennifer.Kanach@carahsoft.com

Signature of Authorized Representative: Jennifer Kanach Date: 06/05/24

FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

"Contract" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:
a. Equal opportunity and nondiscrimination laws
b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability
This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations
For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R.
§ 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246**,** *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p.
339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41
C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract,

loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September

24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or

suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and

3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of
$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or

loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating

Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

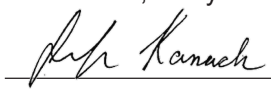
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Jennifer Kanach, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Jennifer Kanach, Secretary

Name and Title of Contractor's Authorized Official

06/05/24

Date

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds
$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. **DOMESTIC PREFERENCES FOR PROCUREMENTS**

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. **ACCESS TO RECORDS**

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or

fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA

under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: Carahsoft Technology Corporation

Address, City, State, and Zip Code:
11493 Sunset Hills Road, Suite 100, Reston, VA 20190

Phone Number: 703-871-8500 Fax Number: 703-871-8505

Printed Name and Title of Authorized Representative:
Jennifer Kanach, Secretary

Email Address: Jennifer.Kanach@carahsoft.com

Signature of Authorized Representative: Jennifer Kanach

Date: 06/05/24

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Disclosure of Investment Activities in Iran
DOC #7	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
DOC #8	New Jersey Business Registration Certificate
DOC #9	EEOAA Evidence
DOC #10	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Carahsoft Technology Corporation

Organization Address: 11493 Sunset Hills Road, Suite 100, Reston, VA 20190

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Craig P. Abod	612 Innsbruck Avn, Great Falls, VA 22066-2631

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Jennifer Kanach	Title:	Secretary
Signature:	Jennifer Kanach	Date:	06/11/24

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	**NON-COLLUSION AFFIDAVIT**
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____ ss: Fairfax, VA

I, Jennifer Kanach (name of affiant) residing in Reston (name of municipality)
in the County of Fairfax and State of Virginia of full age,
being duly sworn according to law on my oath depose and say that:

I am Secretary (title or position) of the firm of Carahsoft Technology Corp (name of firm)

_____ the bidder making this Proposal for the bid

entitled Software Solutions and Services (title of bid proposal), and that I executed the said proposal with
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Region 4 ESC (name of contracting unit) relies upon the truth of the statements contained in said Proposal
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Carahsoft.

Subscribed and sworn to Coley Smith
before me this day

Jennifer Kanach
Signature

June 11, 2024

Jennifer Kanach
(Type or print name of affiant under signature)

Virginia
Notary public of

My Commission expires 10/31/26

(Seal)

Coley A Smith
Commonwealth of Virginia
Notary Public
Commission No. 7980965
My Commission Expires 10/31/2026

Version March 19, 2024

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Carahsoft Technology Corporation

Street: 11493 Sunset Hills Road, Suite 100

City, State, Zip Code: Reston, VA, 20190

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

06/11/24
Date

, Secretary
Authorized Signature and Title

Version March 19, 2024

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Carahsoft Technology Corporation		
Address:	11493 Sunset Hills Road, Suite 100		
City:	Reston	State: VA	Zip: 20190

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Jennifer Kanach	Secretary
	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

R

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Craig P. Abod Home Address: 612 Innsbruck Avn, Great Falls, VA 22066-2631	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 11 day of June, 2024.

(Notary Public) Coley A Smith

My Commission expires: 10/31/26

Coley A Smith
Commonwealth of Virginia
Notary Public
Commission No. 7980965
My Commission Expires 10/31/2026

Jennifer Kanach

(Affiant)

Jennifer Kanach, Secretary

(Print name & title of affiant)

(Corporate Seal)

Version March 19, 2024

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: #24 - 03 Software Solutions and Services

VENDOR NAME: Carahsoft Technology Corporation

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☑ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____

_____

_____

Duration of Engagement _____
Anticipated Cessation Date

**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

06/11/24
Date

Jennifer Kanach, Secretary
Print Name and Title

DPP Rev. 12.13.2021

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor[i]") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

(●) A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

( ) B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

( ) C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative	Date
Jennifer Kanach, Secretary	FEIN: 52-2189693
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Carahsoft Technology Corp	703-871-8500
Vendor's Name	Vendor's Phone Number
11493 Sunset Hills Road, Suite 100	703-871-8505
Vendor's Address (Street Address)	Vendor's Fax Number
Reston, VA 20190	Sales@carahsoft.com
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

[i] Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024

DOC #8

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

Please see Carahsoft's New Jersey Business Regristration Certificate under our main RFP response in the "Products and Pricing" section in the portal.

DOC #9

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Jennifer Kanach Title: Secretary

Signature: Jennifer Kanach Date: 06/11/24

DOC #10

MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY 33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: #24 - 03 Software Solutions and Services

VENDOR NAME: Carahsoft Technology Corporation

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/ Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☒ The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☐ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

06/11/24
Date

Jennifer Kanach
Print Name and Title

Docusign Envelope ID: EE89C6C6-FF7D-4E81-A333-6754174BF327

REGION 4
EDUCATION SERVICE CENTER

December 17, 2024

Jennifer Kanach
Secretary
Carahsoft Technology Corporation
11493 Sunset Hills Road, Suite 100
Reston, VA 20190
sales@carahsoft.com

Re: Award of Contract # R240303

Dear Jennifer Kanach:

Per official action taken by the Board of Directors of Region 4 Education Service Center on December 17, 2024, we are pleased to announce that Carahsoft Technology Corporation has been awarded a (3) three-year contract for the following, based on the online proposal RFP# R240303 opened on June 13, 2024:

Commodity/Service	**Supplier**
Software Solutions and Services	Carahsoft Technology Corporation

This contract is effective January 1, 2025, and will expire on December 31, 2027. As indicated above, your contract number is R240303. This contract may be renewed annually for an additional two (2) years if mutually agreed upon by Region 4 ESC and Carahsoft Technology Corporation.

Your participation in the proposal process is appreciated and we look forward to a successful partnership. Please feel free to provide copies of this letter to your sales representative(s) to assist in their daily course of business.

If you have any questions, please contact our Procurement Department at 713-462-7708 or questions@esc4.net.

Sincerely,

Signed by:
Adam Tabor
A5A9F62707BB46B...
Adam Tabor
Procurement Director

To: Deborah Bushnell
Contract Manager

From: Adam Tabor, MBA, RTSBA
Director, Procurement

Date: December 18, 2024

Re: Approval of Contract Award

Per official action taken by the Board of Directors of Region 4 Education Service Center (ESC) on December 17, the following contracts were approved as presented:

- **Software Solutions and Services**

  - Agile Mind, Inc.
  - Ardham Technologies, Inc.
  - Carahsoft Technology Corporation
  - DLT Solutions LLC
  - Edmentum, Inc.
  - Frontline Technologies Group LLC dba Frontline Education
  - Hypersign, LLC
  - Interplay Learning, Inc.

Contracts are effective January 1, 2025. If you have any questions, please let me know.

REGION 4
EDUCATION SERVICE CENTER

To: Rodney Watson, Ph.D.
Executive Director

From: Adam Tabor, MBA, RTSBA
Director, Procurement

Date: December 17, 2024

Re: Software Solutions and Services; RFP # 24-03

The Evaluation Committee has reviewed the responses and recommend that the following companies be awarded:

- Agile Mind, Inc.
- Ardham Technologies, Inc.
- Carahsoft Technology Corporation
- DLT Solutions LLC
- Edmentum, Inc.
- Frontline Technologies Group LLC dba Frontline Education
- Hypersign, LLC
- Interplay Learning, Inc.

The recommended vendors submitted offers that were determined to be most advantageous to OMNIA Partners, Public Sector members, based upon the bid tabulation. All the recommended respondents were determined to be competitively priced and strong for the specified services outlined in the RFP.

We believe all recommended vendors demonstrate the ability to provide and perform the services requested in the proposal. We will monitor their performance and determine at the end of each year if they are eligible for renewal with each new term.

This multiple award is recommended as most advantageous as it limits contract awards to the least number of suppliers necessary to meet the requirements of OMNIA Partners, Public Sector members. In order to serve the entire nation, a multiple award is recommended to provide any governmental agency with complete coverage of commodities, services and any other offering within the scope of proposal.

Please let me know if you have any questions.

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Consider an ordinance authorizing the purchase of NeoGov Software with Carahsoft Technology Corp through the OMNIA Partners Texas Region 4 Eduction Service Center Contract# R240303.

Company Name: Carasoft Technology Corp

Department: Human Resources

Date: 05/05/2026 **Council Date:** 05/14/2026

A review of the above-described company was made in accordance with 2-663 of the City of Baytown Code of Ordinances and the aforementioned company was found:

☐ to be indebted to the City in the following areas:

_____

_____

_____

☑ not to be indebted to the City.

It is hereby certified the above is true and correct based on the best information available.

_____ 05/05/2026

Director of Finance Date

For information regarding this certificate, please contact the Finance Director at 281-420-6531.

If an appeal to this determination is to be filed under section 2-664 of this code, please forward to the following address:

City of Baytown
Director of Finance
P O Box 424
Baytown, TX 77522-0424

CITY COUNCIL MEETING 7. k.

Meeting Date: 05/14/2026
Subject: Consider an ordinance authorizing the purchase of wireless voice and data services, along with associated equipment, from T-Mobile Wireless through the NASPO Cooperative Contract MA176
Prepared for: Kevin Boatswain, Information Technology Services
Prepared by: Mark Worthan, Information Technology Services
Department: Information Technology Services

Information

ITEM

Consider an ordinance authorizing the purchase of wireless voice and data services, along with associated equipment, from T-Mobile Wireless through the NASPO Cooperative Contract MA176.

PREFACE

This proposed ordinance authorizes the purchase of wireless voice and data services, along with associated equipment, from T-Mobile Wireless through the NASPO Cooperative contract MA176, for an amount not to exceed $127,000.08 per year. This item supports the City's essential communication infrastructure by providing reliable wireless data and voice connectivity for a wide range of municipal operations and is utilized across all departments. Services enabled through this agreement support public safety operations, utility and infrastructure systems, transportation and signal systems, cellular voice communications, and mobile workforce connectivity.

Fiscal Impact

Fiscal Year:	2026-2027
Acct Code:	10001071-54001
Source of Funds (Operating/Capital/Bonds):	Operating
Funds Budgeted Y/N:	Y
Amount Needed:	$127,000.08
Fiscal Impact (Additional Information):	

Attachments

Ordinance Authorizing Purchase of Wireless Services and Equipment from T-Mobile
T-Mobile Quote
NASPRO MA176
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PURCHASE OF WIRELESS VOICE AND DATA SERVICES AND ASSOCIATED EQUIPMENT FROM T-MOBILE USA INC. THROUGH A COOPERATIVE PURCHASING AGREEMENT WITH NASPO VALUEPOINT, CONTRACT #MA176, AND AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED ONE HUNDRED TWENTY-SEVEN THOUSAND AND 08/100 DOLLARS ($127,000.08); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

WHEREAS, the City of Baytown is a participating member of the NASPO ValuePoint Cooperative Purchasing Program, which authorizes leading states to take bids for certain items and services and for the City of Baytown to make purchases based upon bids received;

WHEREAS, the lead state of Utah has taken bids for a Wireless, Data, and Voice and Accessories Master Agreement, No. MA176, for use by state agencies and other entities via the NASPO ValuePoint Cooperative Purchasing Program; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown hereby authorizes the purchase of wireless voice and data services and associated equipment from T-Mobile USA, Inc through a cooperative purchasing agreement with NASPO ValuePoint, contract #MA176, and authorizing payment in an amount not to exceed ONE HUNDRED TWENTY-SEVEN THOUSAND AND 08/100 DOLLARS ($127,000.08)

Section 2: That pursuant to the provisions of Texas Local Government Code Annotated §252.048, the City Manager is hereby granted general authority to approve any change order involving a decrease or an increase in costs of FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00) or less, provided that the original contract price may not be increased by more than twenty-five percent (25%) or decreased by more than twenty-five percent (25%) without the consent of the contractor to such decrease.

Section 3: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 14th day of May, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

T-MOBILE FOR GOVERNMENT

Customer Information	
Customer Name:	City of Baytown
Financial Contact Name:	Mark Worthan
Address:	7800 N. Main Street
City:	Baytown
State:	TX
Zip:	77521
Financial Contact Phone:	281-420-5815
Email Address:	Mark.Worthan@baytown.org
Acct # (if applicable):	

Sales Representative Information	
Name & Title:	Paola Salamanca- Sr. Account Executive
Phone:	832-614-2819
Email Address:	paola.salamanca1@t-mobile.com
T-MOBILE USA INC	
Remit To Address:	T-MOBILE USA INC
Vendor PO Address:	PO BOX 742596 Cincinnati, OH 45274-2596
Tax ID#	91-1983600
Contract Number:	

QUOTE DATE:	Promo Discount Offer Expiration Date:	Contract Vehicle:	Discounts MRC
04/10/26		NASPO MA176.	16%

Equipment Options: Note: Promotions only apply per device with the purchase of an associated service plans for 2yr term. NASPO Terms & Conditions Apply

Qty.	Model	MSRP	2YR Promo price or MSRP	Additional Discount	Net Equipment Cost	Equipment Subtotal
				Total Equipment Cost		

Monthly Recurring Rate Plan Charges - Billed Monthly

Qty.	Rate Plan	MRC	Discount	Net Price w/o Reg Fee	# of Months	Subtotal
	Projected Quote for Services and Products with T-Mobile				1	$10,583.34
				**Subtotal for monthly recurring service (Billed Monthly)		**$10,583.34**
					Estimated Total Service Charges Year Year 1	$127,000.08
					One time Credit	
					Total Year Service Cost	**$127,000.08**

T-MOBILE FOR GOVERNMENT

**This proposal is a budgetary estimate of the plans, equipment, and services that have been communicated to the T-Mobile sales team to provide you with the proposed cost of your mobile communication requirements. This 13+ line proposal pricing is for budgetary estimation and may not reflect the actual cost of the plans, equipment, and services at the time of a contracted purchase. Pricing for all items in this proposal are subject to change and may change at any time. A final order with actual pricing included is available upon demand.

DocuSign Envelope ID: CB963A55-DA9B-4FEF-8EF1-A4061175D1CC

STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 9

CONTRACT #: MA176

Starting Date: 7/1/2019

Expiration Date (before this amendment): 8/11/2024

Expiration Date (changed to by this amendment): 8/11/2029

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and **T-Mobile USA, Inc.** (Referred to as CONTRACTOR).

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

[*Note: the following changes are to amend the NASPO Master Agreement*.]

1. The contract's expiration date is hereby changed from 08/11/2024 to **08/11/2029**.

2. The parties agree as follows: Add the "**SASE** by Versa" solution – see the attached, completed "Attachment M New Product Request Form". The "SASE by Versa" solution shall be subject to the license agreements distributed with the solution; however, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control.

3. The parties agree as follows: Add the "**Ivanti** fleet, asset and workforce management platform" solution – see the attached, completed "Attachment M New Product Request Form". The "Ivanti fleet, asset and workforce management platform" solution shall be subject to the license agreements distributed with the solution; however, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control.

4. The parties agree as follows: Add the "**Jamf Pro** Mobile Device Management" solution – see the attached, completed "Attachment M New Product Request Form". The "Jamf Pro Mobile Device Management" solution shall be subject to the license agreements distributed with the solution; however, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control.

5. The parties agree as follows: Add the "**Samsung Knox Manage**" Mobile Device Management solution – see the attached, completed "Attachment M New Product Request Form". The "Samsung Knox Manage" solution shall be subject to the license agreements distributed with the solution; however, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control.

Effective Date of Amendment: 2/12/2024

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All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR		STATE OF UTAH	
DocuSigned by: 8F686CC9343743C... Contractor's Signature	2/2/2024 Date	DocuSigned by: C38BE9DAC528424... Director, State of Utah Division of Purchasing	2/2/2024 Date
David Bezzant Contractor's Name (Print)			
Vice President Title (Print)			

Approved by:

DocuSigned by:
B690B61B18D2433...
T-Mobile Legal Dept

For Division of Purchasing Internal Use			
Purchasing Agent	Phone #	E-mail Address	**Contract #**
Marci Woodward	801-957-7145	mwoodward@utah.gov	MA176 (Amd #9)

DocuSign Envelope ID: CB963A55-DA9B-4FEF-8EF1-A4061175D1CC

NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

DATE: November 27, 2023

ATTN: Marci Woodward
NASPO ValuePoint Contract Administrator

RE: NASPO ValuePoint Master Service Agreement #MA176 (the "Contract") with T-Mobile USA, Inc. ("Contractor" or "T-Mobile")

Dear Ms. Woodward:

Action Requested:

Contractor requests to add the product(s) and/or service(s) referenced in this document (collectively, the "Products") to the Contract.

Action Log: __X____Verify Log is attached

PRODUCTS: T-Mobile SASE (Secure Access Service Edge) provided by Versa, a third-party provider ("Third-Party Provider" or "Versa")

PRODUCT OVERVIEW:

T-Mobile SASE offers a set of security capabilities that protects access for the work-from-anywhere workforce and remote devices (e.g. IoT, routers, fixed wireless) with a suite of advanced security capabilities on a single, unified platform for a simpler, scalable, and cost-effective solution.

T-Mobile SASE provides this protection through the capabilities of Private Access and Secure Internet Access while offering two authentication options.

Private Access uses a modern secure connection that enables protected access to company apps and data. It offers the following features:

- User Authentication and authorization offering least privileged access, ensuring only authorized users gain access to the application required.
- Direct access to cloud-hosted applications from the T-Mobile cloud gateway.

Secure Internet Access (SIA) offers a suite of advanced security capabilities that safeguards users and their data when using the internet. It offers the following features:

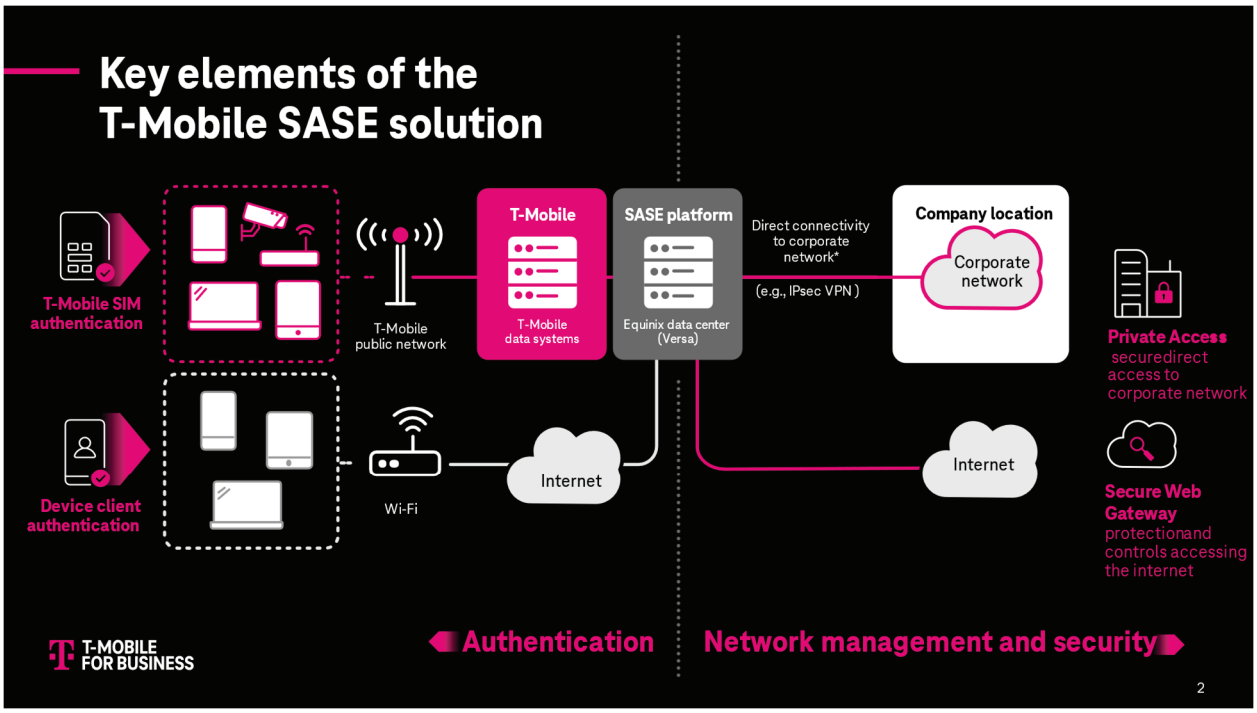
DocuSign Envelope ID: CB963A55-DA9B-4FEF-8EF1-A4061175D1CC

- Next-generation firewall to inspect traffic for threats as it comes from the internet to keep the threat from making it to the user's device or organization's intranet. Traffic inspection is looking for ransomware, malware, and viruses.
- Content filtering restricts access to websites, reducing threats of visiting a malicious site as well as potential time-wasting personal browsing.

Two Authentication Options

T-Mobile SASE offers two options to authenticate and safeguard access for users and devices. An organization could have some workers with one or the other, or both, depending on the use case, type of device, and work situation:

- T-SIMsecure (clientless) is an Industry 1st- unique to T-Mobile. T-SIMsecure integrates with the T-Mobile network to provide automatic authorization for access and protection, for a single device when on the T-Mobile network by using the T-Mobile SIM card.
- SASE device client provides authorized access and protections to users when connected to Wi-Fi or another cellular network.



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NASPO ValuePoint Wireless Data, Voice and Accessories Product Add Request

Describe how the product falls with the Scope of the Master Agreement:

This product is a Secure LAN Access Solution under Category 3.N.

NEW PRODUCT TERMS AND CONDITIONS. Attach any Terms and Conditions that apply to this product (such as ULA, Policy, Product Terms and Conditions). Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations. Any third-party product provider must agree to the Master Agreement Terms and Conditions.

Customer's use and/or purchase of SASE will be subject to, and shall be deemed acceptance by Customer of, the terms and conditions of the T-Mobile for Government ("TfG") SASE Solution Addendum located at https://www.t-mobile.com/business/terms-and-conditions which is hereby incorporated by reference and made a part of the Contract.

T-Mobile is solely providing Customer with access to the SASE solution, which may be accessed through the Versa Client App, a product of Versa, a third-party provider ("Third-Party Provider" or "Versa"). Customer's use of the Versa Client App is subject to acceptance of the Versa terms of use (the "Third-Party Terms") in the manner required by Versa and available at https://versa-networks.com/documents/Versa-Networks-EULA-End-User-License-Agreement.pdf and requires Customer to download the Versa Client App from Apple App Store or Google Play Store. The Third-Party Terms may be updated by Versa from time to time. If Customer does not agree to the Third-Party Terms, Customer will not be able to use the Versa Client App to access the SASE Services. When not on the T-Mobile network, Users are required to use the Versa App to access the SASE Services. The Third-Party Terms are solely between Versa and Customer. T-Mobile is not bound by, and does not assume any obligations, commitments or liability under the Third-Party Terms. T-Mobile does not control and is not responsible or liable for how the Versa App transmits, accesses, stores, or uses Customer data.

BILLING

Any Product added to the NASPO ValuePoint Master Agreement must be billed by the Master Agreement Contractor and not by any third party.

T-Mobile will invoice for the SASE monthly recurring charges on a monthly billing cycle in accordance with the Contract. Devices for SASE are sold separately.

DocuSign Envelope ID: CB963A55-DA9B-4FEF-8EF1-A4061175D1CC

NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

COST:
Include a cost matrix to include NASPO ValuePoint contract pricing.

Service or Feature	Description	Commercially Available Price per Line/Month
	Secure Access Service Edge (SASE)	
SASE PrvAc SWG TSIM clt CTM Voice	T-Mobile SASE Private Access and Secure Internet Service TSIM license provides a single use T-Mobile SIM fixed wireless internet Device with secure, direct connectivity to the organization's network or to the Internet with a suite of security features. Usage not to exceed the maximum 100 gigabytes per month/license.**	$10.49
SASE PrvAc SWG TSIM clt CTM MI	T-Mobile SASE Private Access and Secure Internet Service TSIM license provides a single use T-Mobile SIM fixed wireless internet Device with secure, direct connectivity to the organization's network or to the Internet with a suite of security features. Usage not to exceed the maximum 100 gigabytes per month/license.**	$10.49

* Monthly recurring charge is net of all discounts. No other service discounts will apply. Monthly Recurring Charge(s) ("MRC") and setup charges do not include taxes, fees, or surcharges that may apply. Devices for SASE are sold separately. SASE does not protect hotspot or tethered traffic.
** Does not apply to Connecting Heroes and first responder rate plans.
*** Network Management: During congestion, heavy data users (>50GB/month for most Rate Plans) may notice reduced speeds until next bill cycle due to data prioritization. See www.t-mobile.com for additional details.

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DocuSign Envelope ID: CB963A55-DA9B-4FEF-8EF1-A4061175D1CC

NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

APPROVAL:

Upon signature, NASPO ValuePoint approves the addition of the product(s) and/or service(s) referenced herein to the Contract.

Upon signature, Contractor assures that all product(s) and/or service(s) referenced herein meet the terms and conditions of the Contract and understands that NASPO ValuePoint reserves the right to audit Contractor for compliance in accordance with the terms and conditions of the Contract. NASPO ValuePoint also reserves the right (a) to request additional information with respect to the product(s) and/or service(s) throughout the life of the Contract if in the best interest of NASPO ValuePoint.

Contract Vendor:

BY: DocuSigned by: 8F686CC9343743C... _____

NAME: David Bezzant

TITLE: Vice President

DATE: 11/27/2023

Approved in form by:
DocuSigned by: Katie Jeter-Boldt 947A98E6A7CB4E7...
rtment

NASPO ValuePoint:

BY: _____

NAME: _____

TITLE: _____

DATE: _____

DocuSign Envelope ID: CB963A55-DA9B-4FEF-8EF1-A4061175D1CC

NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

ACTION LOG

Submit updated Action Log with each Request. Log must provide history of previous requests.

CONTRACT VENDOR: T-Mobile USA, Inc.

Contact Name and Email (for questions): Shannon.Hewitt-Tapp@T-Mobile.com

DATE: November 27, 2023

DATE SUBMITTED	ACTION REQUESTED:	DATE APPROVED
3/30/21	Dialpad Product Addition	3/31/21
9/22/21	Spireon Product Addition	9/23/21
9/24/21	Control Center IoT Product Addition	10/6/21
10/17/22	VASTLocate Product Addition	10/19/22
10/17/22	MarketSpark Product Addition	10/19/22
10/17/22	Ooma AirDial Product Addition	10/19/22
4/13/2023	Multiline Product Addition (Amendment #6)	5/10/2023
6/23/2023	Inseego Connect Manager Product Addition (Amendment #7)	7/27/2023
8/30/2023	Mystic Message Archival provided by 3rd Eye Product Addition (Amendment #8)	10//27/2023
11/27/2023	T-Mobile SASE (Secure Access Service Edge) provided by Versa	

DocuSign Envelope ID: CB963A55-DA9B-4FEF-8EF1-A4061175D1CC

NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

DATE: December 15, 2023

ATTN: Marci Woodward
NASPO ValuePoint Contract Administrator

RE: NASPO ValuePoint Master Service Agreement #MA176 (the "Contract") with T-Mobile USA, Inc. ("Contractor" or "T-Mobile")

Dear Ms. Woodward:

Action Requested:

Contractor requests to add the product(s) and/or service(s) referenced in this document (collectively, the "Products") to the Contract.

Action Log: __X__ Verify Log is attached

PRODUCTS: Ivanti (the "Solution") is a cloud-based fleet, asset and workforce management platform and solution provided by Ivanti, LLC, a third-party provider (the "Third-Party Provider").

PRODUCT OVERVIEW:

Ivanti Neurons for MDM and UEM is an industry-leading mobile device management (MDM) solution for smartphones, tablets, laptops, and desktops (Android, iOS, macOS, Windows).

- Like most MDM solutions, Ivanti Neurons for MDM enables a company administrator to easily manage devices, apps, access, and security policies from a single console. Advanced mobile security features are available as an upgrade.

- Unlike most other MDMs, Ivanti offers:

  - Advanced IT service management tools such as automated troubleshooting in a plan called "Ivanti Neurons for UEM".
  - A Mobile Threat Detection (MTD) app integrated into the MDM solution that can be added on with any of their MDM plans. MTD constantly monitors a device to detect any threats such as virus or malware that the user may have accidentally downloaded.

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NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

Key Features:

- Quickly and easily onboard devices and provision them over the air with all the apps, settings and security configurations required.
- Simply, securely manage any app on virtually any device- smartphones, tablets, laptops, desktops – from a single, cloud-based console.
- Easily create profiles, set and enforce policies, and manage access and restrictions.
- Distribute and manage enterprise apps and permissions; even enable secure access to business apps for others (e.g. contractors).
- Remotely locate, lock, and wipe lost or stolen devices.
- Add-on Mobile Threat Defense, an app that protects and remediates against known and zero-day threats on mobile devices.
- Real-time visibility and reports on user activity, security status, compliance verification, and more from one dashboard.
- Add advanced IT service management tools (with Ivanti Neurons for UEM).
- MDM/UEM: T-Mobile for Business-led deployment and support.

Describe how the product falls with the Scope of the Master Agreement:

This product is a Mobile Device Management solution under Category 3.B.

NEW PRODUCT TERMS AND CONDITIONS. Attach any Terms and Conditions that apply to this product (such as ULA, Policy, Product Terms and Conditions). Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations. Any third-party product provider must agree to the Master Agreement Terms and Conditions.

Customer's use and/or purchase of Ivanti (the "Solution") will be subject to, and shall be deemed acceptance by Customer of, the terms and conditions of the T-Mobile for Government ("TfG") Ivanti Solution Addendum located at https://www.t-mobile.com/business/terms-and-conditions which is hereby incorporated by reference and made a part of the Contract.

T-Mobile is solely providing Customer with access to the Ivanti solution, a product of Ivanti, LLC, a third-party provider ("Ivanti, LLC"). Customer's use of the Solution is subject to acceptance of the Ivanti End User License and Services Agreement found at https://www.ivanti.com/company/legal/eula (the "Third-Party Terms"). The Third-Party Terms may be updated at any time, without notice, by the Third-Party Provider. T-Mobile is not bound by, and does not assume any obligations, commitments or liability under the Third-Party Terms.

#

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NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

BILLING

Any Product added to the NASPO ValuePoint Master Agreement must be billed by the Master Agreement Contractor and not by any third party.

T-Mobile will invoice for the Invanti service charges on a monthly billing cycle. The total subscription cost is non-refundable. Unless otherwise indicated on an order, Customer agrees to pay T-Mobile for all purchased licenses on a monthly basis in accordance with the Contract.

COST:

Include a cost matrix to include NASPO ValuePoint contract pricing.

Solution	Description	Commercially Available Price per License/Month*
Ivanti Mobile Manage and Protect GOV	Must be new MDM customer to Ivanti. Min of 20 and max of 2K licenses	$5.50
Ivanti Neurons MDM Dvc Cld Annl Term Bill Mthly Under 500 GOV	Minimum of 20 licenses	$4.00
Ivanti Neurons MDM User Cl Annl Term Bill Mthly Under 500 GOV	Minimum of 20 licenses. 5 device per user	$6.00
Ivanti Neurons MDM Prem Dvc Cld Annl Term Bill Mthly Under 500 Mthly GOV	Minimum of 20 licenses.	$7.50
Ivanti Neurons MDM Prem User Cld Annl Term Bill Mthly Under 500 GOV	Minimum of 20 licenses. 5 device per user	$12.00
Ivanti Mobile Threat Def Cld Lookout Annl Term Bill Mthly Under 500 GOV Add On	Minimum of 20 licenses.	$6.00
Ivanti Neurons UEM Prem Dvc Cld Annl Term Bill Mthly Under 500 GOV	Minimum of 20 licenses.	$8.58
Ivanti Neurons UEM Dvc Cld Annl Term Bill Mthly Under 500 GOV	Minimum of 20 licenses.	$4.92
Ivanti CCPS Support Basic Plus Mthly GOV Add-On	Mobile Device Management Subscription	$0.60
Ivanti CCPS Support Advanced Mthly GOV Add-On	Mobile Device Management Subscription	$1.00
Ivanti Neurons MDM Dvc Cld Annl Term Bill Mthly 500 plus GOV	Minimum of 20 licenses	$3.40
Ivanti Neurons MDM User Cl Annl Term Bill Mthly 500 plus GOV	Minimum of 20 licenses. 5 device per user	$5.10
Ivanti Neurons MDM Prem Dvc Cld Annl Term Bill Mthly 500 plus GOV	Minimum of 20 licenses.	$6.38

NASPO ValuePoint

NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

Ivanti Neurons MDM Prem User Cld Annl Term Bill Mthly 500 plus GOV	Minimum of 20 licenses. 5 device per user	$10.20
Ivanti Mobile Threat Def Cld Lookout Annl Term Bill Mthly 500 plus GOV Add-On	Minimum of 20 licenses.	$5.10
Ivanti Neurons UEM Prem Dvc Cld Annl Term Bill Mthly 500 plus GOV	Minimum of 20 licenses.	$7.30
Ivanti Neurons UEM Dvc Cld Annl Term Bill Mthly 500 plus GOV	Minimum of 20 licenses.	$4.18
		Non-recurring
Ivanti CCPS Deployment Light GOV	One-time deployment fee	$500.00
Ivanti CCPS Deployment Professional Std GOV	One-time deployment fee	$1,000.00
Ivanti CCPS Deployment Professional Advanced GOV	One-time deployment fee	$5,000.00

** Monthly recurring charge is net of all discounts. No other service discounts will apply. Monthly Recurring Charge(s) ("MRC") and setup charges do not include taxes, fees, or surcharges.*

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NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

APPROVAL:

Upon signature, NASPO ValuePoint approves the addition of the product(s) and/or service(s) referenced herein to the Contract.

Upon signature, Contractor assures that all product(s) and/or service(s) referenced herein meet the terms and conditions of the Contract and understands that NASPO ValuePoint reserves the right to audit Contractor for compliance in accordance with the terms and conditions of the Contract. NASPO ValuePoint also reserves the right (a) to request additional information with respect to the product(s) and/or service(s) throughout the life of the Contract if in the best interest of NASPO ValuePoint.

Contract Vendor:

BY: DocuSigned by: 8F686CC9343743C... _____

NAME: David Bezzant

TITLE: Vice President

DATE: 12/15/2023

DocuSigned by: Thorick Dino B690B61B18D2433... by: _____ partment

NASPO ValuePoint

BY: _____

NAME: _____

TITLE: _____

DATE: _____

DocuSign Envelope ID: CB963A55-DA9B-4FEF-8EF1-A4061175D1CC

NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

ACTION LOG

Submit updated Action Log with each Request. Log must provide history of previous requests.

CONTRACT VENDOR: T-Mobile USA, Inc.

Contact Name and Email (for questions): Shannon.Hewitt-Tapp@T-Mobile.com

DATE: December 15, 2023

DATE SUBMITTED	ACTION REQUESTED:	DATE APPROVED
3/30/21	Dialpad Product Addition	3/31/21
9/22/21	Spireon Product Addition	9/23/21
9/24/21	Control Center IoT Product Addition	10/6/21
10/17/22	VASTLocate Product Addition	10/19/22
10/17/22	MarketSpark Product Addition	10/19/22
10/17/22	Ooma AirDial Product Addition	10/19/22
4/13/2023	Multiline Product Addition (Amendment #6)	5/10/2023
6/23/2023	Inseego Connect Manager Product Addition (Amendment #7)	7/27/2023
8/30/2023	Mystic Message Archival provided by 3rd Eye Product Addition (Amendment #8)	10//27/2023
11/27/2023	T-Mobile SASE (Secure Access Service Edge) provided by Versa	
12/15/2023	Ivanti MDM provided by Ivanti, LLC	
12/15/2023	Samsung Knox Manage provided by Samsung Electronics Co., Ltd.	
12/15/2023	Jamf Pro provided by San Luis Aviation, Inc.	

DocuSign Envelope ID: CB963A55-DA9B-4FEF-8EF1-A4061175D1CC

NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

DATE: December 15, 2023

ATTN: Marci Woodward
NASPO ValuePoint Contract Administrator

RE: NASPO ValuePoint Master Service Agreement #MA176 (the "Contract") with T-Mobile USA, Inc. ("Contractor" or "T-Mobile")

Dear Ms. Woodward:

Action Requested:

Contractor requests to add the product(s) and/or service(s) referenced in this document (collectively, the "Products") to the Contract.

Action Log: ___X__Verify Log is attached

PRODUCTS: Jamf Pro is a mobile device management (MDM) solution for Apple Devices (the "Solution") provided by San Luis Aviation, Inc. (the "Third-Party Provider").

PRODUCT OVERVIEW:

T-Mobile provides Jamf Pro, a Mobile Device Management solution which provides enterprise-level features and functionalities. Manage Apple iPhones, Mac, iPad, and Apple TV devices. T-Mobile for Business-led deployment and support.

- Jamf Pro provides the ability to:
  - Automate deployment and management.
  - Manage device settings and configurations.
  - Patch Apple devices without user interaction.
  - Empower users with their own enterprise app store and customize devices for optimal user experience.
  - Locate or remote lock/wipe lost or stolen devices.

- Connect Users
  - Account provisioning
  - Identity management
  - Password sync
  - Conditional access
  - Customized app store

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NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

- Manage Devices
  - Zero-touch deployment
  - Device management
  - App lifecycle management
  - Customized inventory
  - Security enforcement

- Jamf's Apple focus allows for same-day support of new Apple software releases.
- Same-day OS support for every macOS, iOS, iPadOS and tvOS release.

Describe how the product falls with the Scope of the Master Agreement:

This product is a Mobile Device Management Solution under Category 3.B.

NEW PRODUCT TERMS AND CONDITIONS. Attach any Terms and Conditions that apply to this product (such as ULA, Policy, Product Terms and Conditions). Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations. Any third-party product provider must agree to the Master Agreement Terms and Conditions.

Customer's use and/or purchase of Jamf Pro will be subject to, and shall be deemed acceptance by Customer of, the terms and conditions of the T-Mobile for Government ("TfG") Jamf Pro Solution Addendum located at https://www.t-mobile.com/business/terms-and-conditions which is hereby incorporated by reference and made a part of the Contract.

T-Mobile is solely providing Customer with access to the Jamf Pro solution, a product provided by San Luis Aviation, Inc. , a third-party provider (**"Third-Party Provider"**). Customer's use of the product is subject to acceptance of the Third-Party Provider's EULA, Privacy, or other terms of service presented to Customer at the time of activation (collectively, the ""**Third-Party Terms**") . The Third-Party Terms may be updated at any time, without notice by the Third-Party Provider. T-Mobile is not bound by, and does not assume any obligations, commitments or liability under the Third-Party Terms.

BILLING

Any Product added to the NASPO ValuePoint Master Agreement must be billed by the Master Agreement Contractor and not by any third party.

T-Mobile will invoice for the Jamf Pro service charges on a monthly billing cycle. The total subscription cost is non-refundable. Unless otherwise indicated on an order, Customer agrees to pay T-Mobile for all purchased licenses on a monthly basis in accordance with the Contract.

DocuSign Envelope ID: CB963A55-DA9B-4FEF-8EF1-A4061175D1CC

NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

COST:

Include a cost matrix to include NASPO ValuePoint contract pricing.

Solution	Description	Commercially Available Price per License/Month*
	Jamf Pro	
JAMF Pro Monthly (iOS or tvOS) under 500 GOV	Mobile Device Management Subscription	$3.33
JAMF Pro Monthly (macOS) under 500 GOV	Mobile Device Management Subscription	$7.17
JAMF Pro Monthly (iOS or tvOS) 500 plus GOV	Mobile Device Management Subscription	$3.00
JAMF Pro Monthly (macOS) 500 plus GOV	Mobile Device Management Subscription	$6.45
		Non-recurring
JAMF Pro (iOS & macOS) - Deployment-A GOV	One-Time Add-on Fee	$1,500.00

**Monthly recurring charge is net of all discounts. No other service discounts will apply. Monthly Recurring Charge(s) ("MRC") and setup charges do not include taxes, fees, or surcharges.*

[Remainder of page left blank]

DocuSign Envelope ID: CB963A55-DA9B-4FEF-8EF1-A4061175D1CC

NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

APPROVAL:

Upon signature, NASPO ValuePoint approves the addition of the product(s) and/or service(s) referenced herein to the Contract.

Upon signature, Contractor assures that all product(s) and/or service(s) referenced herein meet the terms and conditions of the Contract and understands that NASPO ValuePoint reserves the right to audit Contractor for compliance in accordance with the terms and conditions of the Contract. NASPO ValuePoint also reserves the right (a) to request additional information with respect to the product(s) and/or service(s) throughout the life of the Contract if in the best interest of NASPO ValuePoint.

Contract Vendor:

BY: DocuSigned by: 8F686CC9343743C... _____

NAME: David Bezzant

TITLE: Vice President

DATE: 12/15/2023

DocuSigned by: Thorick Dino B690B61B18D2433... ...partment

NASPO ValuePoint

BY: _____

NAME: _____

TITLE: _____

DATE: _____

DocuSign Envelope ID: CB963A55-DA9B-4FEF-8EF1-A4061175D1CC

NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

ACTION LOG

Submit updated Action Log with each Request. Log must provide history of previous requests.

CONTRACT VENDOR: T-Mobile USA, Inc.

Contact Name and Email (for questions): Shannon.Hewitt-Tapp@T-Mobile.com

DATE: December 15, 2023

DATE SUBMITTED	ACTION REQUESTED:	DATE APPROVED
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9/22/21	Spireon Product Addition	9/23/21
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11/27/2023	T-Mobile SASE (Secure Access Service Edge) provided by Versa	
12/15/2023	Ivanti MDM provided by Ivanti, LLC	
12/15/2023	Samsung Knox Manage provided by Samsung Electronics Co., Ltd.	
12/15/2023	Jamf Pro provided by San Luis Aviation, Inc.	

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NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

DATE: December 15, 2023

ATTN: Marci Woodward
NASPO ValuePoint Contract Administrator

RE: NASPO ValuePoint Master Service Agreement #MA176 (the "Contract") with T-Mobile USA, Inc. ("Contractor" or "T-Mobile")

Dear Ms. Woodward:

Action Requested:

Contractor requests to add the product(s) and/or service(s) referenced in this document (collectively, the "Products") to the Contract.

Action Log: _X_ Verify Log is attached

PRODUCTS: Samsung Knox Manage (the "Solution") provides a secure, cloud-based MDM solution that provides device management to allow centralized visibility and control over Customer's Samsung devices and compliance with Customer's internal company policies. The Solution is a product of Samsung Electronics Co., Ltd., the third-party provider of the Solution (the "Third-Party Provider").

PRODUCT OVERVIEW:

- Samsung Knox Manage is an easy-to-use affordable, secure cloud-based Mobile Device Management (MDM) solution that gives business customers the power to manage and monitor employee devices from a centralized portal. It provides management with centralized visibility and control over employee devices, to provide the apps and access employee needs, and to help ensure security and compliance with company policies. It works with other Android, iOS and Windows 10 devices, but offers the most comprehensive security and controls for Samsung.
- Samsung Knox Suite offers a comprehensive suite of enterprise mobility solutions for security, productivity, and manageability throughout the device cycle. For Samsung devices only, Knox Suite is an integrated B2B bundle offering a seamless IT admin user experience that provides end-to-end security, streamlined deployment, and comprehensive device management. (Knox Manage, Knox Mobile Enrollment, Knox E-FOTA, Knox Asset Intelligence, Knox Platform for Enterprise, Knox Support). Samsung Knox Suite is only for Samsung devices.
- Both solutions leverage the granular control of defense-grade Knox OS security capabilities built into many Samsung devices.

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NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

Describe how the product falls with the Scope of the Master Agreement:

This product is a Mobile Device Management Solution under Category 3.B.

NEW PRODUCT TERMS AND CONDITIONS. Attach any Terms and Conditions that apply to this product (such as ULA, Policy, Product Terms and Conditions). Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations. Any third-party product provider must agree to the Master Agreement Terms and Conditions.

Customer's use and/or purchase of Samsung Knox will be subject to, and shall be deemed acceptance by Customer of, the terms and conditions of the T-Mobile for Government ("TfG") Samsung Knox Solution Addendum located at https://www.t-mobile.com/business/terms-and-conditions which is hereby incorporated by reference and made a part of the Contract.

T-Mobile is solely providing Customer with access to the Solution. Customer's use of the Solution is subject to acceptance of Samsung Knox Legal and Privacy Policies, found here https://www.samsungknox.com/en/legal (the "Third-Party Terms"). The Third-Party Terms may be updated at any time, without notice, by the Third-Party Provider. T-Mobile is not bound by, and does not assume any obligations, commitments or liability under the Third-Party Terms. T-Mobile does not control and is not responsible or liable for how the Solution or Samsung Electronics Co., Ltd. transmits, accesses, stores, or uses data.

BILLING

Any Product added to the NASPO ValuePoint Master Agreement must be billed by the Master Agreement Contractor and not by any third party.

T-Mobile will invoice for the Samsung Knox service charges on a monthly billing cycle. The total subscription cost is non-refundable. Unless otherwise indicated on an order, Customer agrees to pay T-Mobile for all purchased licenses on a monthly basis in accordance with the Contract.

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NASPO ValuePoint Wireless Data, Voice and Accessories Product Add Request

COST:
Include a cost matrix to include NASPO ValuePoint contract pricing.

Solution	Description	Commercially Available Price per License/Month*
	Samsung Knox	
Samsung Knox Suite-Monthly MI-KXKSSWWC2M0 under 500 GOV	Knox Suite Monthly includes Manage, EFOTA, KPE	$3.50
Samsung Knox Manage-Monthly MI-KXKMSWWC2M0 Under 500 GOV	Knox Manage Monthly	$2.00
Samsung Knox Configure-Dynamic Edtn Dvc MI-OSKCDM1WWT2 Under 500 GOV	Knox Configure-Dynamic Edition	$0.87
Samsung Knox Suite-Monthly MI-KXKSSWWC2M0 500 plus GOV	Knox Suite Monthly includes Manage, EFOTA, KPE	$2.98
Samsung Knox Manage-Monthly MI-KXKMSWWC2M0 500 plus GOV	Knox Manage Monthly	$1.70
Samsung Knox Configure-Dynamic Edtn Dvc MI-OSKCDM1WWT2 500 plus GOV	Knox Configure-Dynamic Edition	$0.74
		Non-recurring
Samsung Knox Advanced B2B Tech Spt 1 Yr MI-OVCPAA GOV	Annual Fee - Advanced B2B technical support 1 year	$20,000.00
Samsung Knox Elite B2B Tech Spt 1 Yr MI-OVCPAB GOV	Annual Fee - Elite B2B technical support 1 year	$50,000.00
Samsung Knox Manage Quickstart: Secure Cntrl MI-OVCPK3 GOV	One-time deployment fee	$1,699.00
Samsung Knox Mobile Deploy Service Eng per hr MI-OVMTAA2 GOV	One-time hourly deployment service engineers, minimum 8 hours required	$250.00
Samsung Knox Manage Quick Start: App Control MI-OVCPK2 GOV	One-time deployment fee	$699.00
Samsung Knox Suite Setup Service MI-OVPSAB2 GOV	One-time deployment fee	$3,999.00

**Monthly recurring charge is net of all discounts. No other service discounts will apply. Monthly Recurring Charge(s) ("MRC") and setup charges do not include taxes, fees, or surcharges.*

DocuSign Envelope ID: CB963A55-DA9B-4FEF-8EF1-A4061175D1CC

NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

APPROVAL:

Upon signature, NASPO ValuePoint approves the addition of the product(s) and/or service(s) referenced herein to the Contract.

Upon signature, Contractor assures that all product(s) and/or service(s) referenced herein meet the terms and conditions of the Contract and understands that NASPO ValuePoint reserves the right to audit Contractor for compliance in accordance with the terms and conditions of the Contract. NASPO ValuePoint also reserves the right (a) to request additional information with respect to the product(s) and/or service(s) throughout the life of the Contract if in the best interest of NASPO ValuePoint.

Contract Vendor:

BY: DocuSigned by: 8F686CC9343743C... _____

NAME: David Bezzant

TITLE: Vice President

DATE: 12/15/2023

Approved in form by: DocuSigned by: Thorick Dino B690B61B18D2433... _____
epartment

NASPO ValuePoint

BY: _____

NAME: _____

TITLE: _____

DATE: _____

DocuSign Envelope ID: CB963A55-DA9B-4FEF-8EF1-A4061175D1CC

NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

ACTION LOG

Submit updated Action Log with each Request. Log must provide history of previous requests.

CONTRACT VENDOR: T-Mobile USA, Inc.

Contact Name and Email (for questions): Shannon.Hewitt-Tapp@T-Mobile.com

DATE: December 15, 2023

DATE SUBMITTED	ACTION REQUESTED:	DATE APPROVED
3/30/21	Dialpad Product Addition	3/31/21
9/22/21	Spireon Product Addition	9/23/21
9/24/21	Control Center IoT Product Addition	10/6/21
10/17/22	VASTLocate Product Addition	10/19/22
10/17/22	MarketSpark Product Addition	10/19/22
10/17/22	Ooma AirDial Product Addition	10/19/22
4/13/2023	Multiline Product Addition (Amendment #6)	5/10/2023
6/23/2023	Inseego Connect Manager Product Addition (Amendment #7)	7/27/2023
8/30/2023	Mystic Message Archival provided by 3rd Eye Product Addition (Amendment #8)	10//27/2023
11/27/2023	T-Mobile SASE (Secure Access Service Edge) provided by Versa	
12/15/2023	Ivanti MDM provided by Ivanti, LLC	
12/15/2023	Samsung Knox Manage provided by Samsung Electronics Co., Ltd.	
12/15/2023	Jamf Pro provided by San Luis Aviation, Inc.	

DocuSign Envelope ID: CB963A55-DA9B-4FEF-8EF1-A4061175D1CC

STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 8

CONTRACT #: MA176

Starting Date: 7/1/2019

Expiration Date: 8/11/2024

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and **T-Mobile USA, Inc.** (Referred to as CONTRACTOR).

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

The parties agree as follows: Add the "Mystic Message Archival" solution – see the attached, completed "Attachment M New Product Request Form". [Note: this is an amendment to the NASPO Master Agreement.] The Mystic Message Archival solution shall be subject to the license agreements distributed with the solution; however, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control.

Effective Date of Amendment: 10/27/2023

All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

DocuSigned by:
8F686CC9343743C...
11/3/2023

Contractor's Signature Date

Contractor's Name (Print)

Title (Print)

STATE OF UTAH

DocuSigned by:
C38BE9DAC528424...
11/15/2023

Director, State of Utah Division of Purchasing Date

Approved by:

DocuSigned by:
B690B61B18D2433...

T-Mobile Legal Dept

For Division of Purchasing Internal Use			
Purchasing Agent	Phone #	E-mail Address	**Contract #**
Marci Woodward	801-957-7145	mwoodward@utah.gov	MA176

DocuSign Envelope ID: CB963A55-DA9B-4FEF-8EF1-A4061175D1CC

NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

DATE: August 30, 2023

ATTN: Marci Woodward
NASPO ValuePoint Contract Administrator

RE: NASPO ValuePoint Master Service Agreement #MA176 (the "Contract") with T-Mobile USA, Inc. ("Contractor" or "T-Mobile")

Dear Ms. Woodward:

Action Requested:

Contractor requests to add the product(s) and/or service(s) referenced in this document (collectively, the "Products") to the Contract.

Action Log: ____X____Verify Log is attached

PRODUCTS: Mystic Message Archival provided by 3rd Eye Technologies, a third-party provider (the "Third-Party Provider" or "3rd Eye")

PRODUCT OVERVIEW:

About:

Mystic Message Archival is a solution that specializes in securely capturing and archiving SMS/MMS message logs for government devices.

- SMS/MMS messages are captured in near real-time by T-Mobile.
- Once captured, messages are archived in a client or 3rd Eye hosted cloud, and the data is owned by the customer.
- IT teams can aggregate data to create reports, alerts, and dashboards which will strengthen security and legal compliance.

Mystic Message Archival is supported on T-Mobile devices and is compatible with both iOS and Android native messaging apps.

Note: Does not capture iMessage or RCS Messages. Must be disabled.

DocuSign Envelope ID: CB963A55-DA9B-4FEF-8EF1-A4061175D1CC

NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

Features:

- Near real-time capturing
- Customizable dashboard for reporting and archiving
- Easily generate reports for security and legal compliance
- Integrate with monitoring tools (i.e. Splunk, Palantir)

Benefits:

- e-Discovery Compliance
- Device Agnostic (Pixel, iPhone, Galaxy)
- Cloud Agnostic (AWS, Azure, Google, IBM)
- Data Storage
- Identity & Access Management
- Customizable Reports & Audits
- Cross Domain

Describe how the product falls with the Scope of the Master Agreement:

This product is an Enterprise Messaging Solution under Category 3.M.

NEW PRODUCT TERMS AND CONDITIONS. Attach any Terms and Conditions that apply to this product (such as ULA, Policy, Product Terms and Conditions). Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations. Any third-party product provider must agree to the Master Agreement Terms and Conditions.

Customer's use and/or purchase of the 3rd Eye solution will be subject to, and shall be deemed acceptance by Customer of, the terms and conditions of the T-Mobile for Government ("TfG") 3rd Eye Solution Addendum located at https://www.t-mobile.com/business/terms-and-conditions which is hereby incorporated by reference and made a part of the Contract.

T-Mobile is solely providing Customer with network connectivity to access the 3rd Eye solution, and Customer is hereby providing authorization for 3rd Eye to retrieve Customer Information to include data such as SMS/MMS messages from T-Mobile's network. Customer's use of 3rd Eye is subject to acceptance of the 3rd Eye Terms of Service (the "**3rd Eye Terms**") found at http://3rdeyetechinc.com/privacy-policy/, and https://3rdeyetechinc.com/wp-content/uploads/2022/12/Security-Policy.docx.pdf, or any separately agreed-to terms within Customer's contract directly with 3rd Eye. The 3rd Eye Terms are solely between 3rd Eye, Inc. and Customer. T-Mobile does not control and is not responsible or liable for how 3rd Eye transmits, accesses, stores, or uses data. In addition, Customer's use of the Solution is subject to acceptance of 3rd Eye's End User License Agreement (the "**EULA**") presented to Customer prior to downloading, installing, or using the solution. The EULA and 3rd Eye Terms are collectively referred to as the "**Third-Party Terms**". The Third-Party Terms may be updated by 3rd Eye from time to time.

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NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

BILLING

Any Product added to the NASPO ValuePoint Master Agreement must be billed by the Master Agreement Contractor and not by any third party.

T-Mobile will invoice Customer for all monthly recurring charges for the 3rd Eye solution, and Customer will pay T-Mobile all fees for the 3rd Eye solution consistent with the NASPO Contract pricing.

COST:
Include a cost matrix to include NASPO ValuePoint contract pricing.

Service or Feature	Description	Commercially Available Price per Line/Month*
Mystic Message Archival by 3rd Eye		
3rd Eye API Voice	3rd Eye API Voice enables the customer to Capture, Archive, and Search Mobile Text Messages on Voice Plans. T-Mobile billed services.	$4.00
3rd Eye API Mobile Internet	3rd Eye API Mobile Internet enables the customer to Capture, Archive, and Search Mobile Text Messages on Mobile Internet Plans (select devices only). T-Mobile billed services.	$4.00

* Monthly recurring charge is net of all discounts. No other service discounts will apply. Monthly Recurring Charge(s) ("MRC") and setup charges do not include taxes, fees, or surcharges that may apply.

DocuSign Envelope ID: CB963A55-DA9B-4FEF-8EF1-A4061175D1CC

NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

APPROVAL:

Upon signature, NASPO ValuePoint approves the addition of the product(s) and/or service(s) referenced herein to the Contract.

Upon signature, Contractor assures that all product(s) and/or service(s) referenced herein meet the terms and conditions of the Contract and understands that NASPO ValuePoint reserves the right to audit Contractor for compliance in accordance with the terms and conditions of the Contract. NASPO ValuePoint also reserves the right (a) to request additional information with respect to the product(s) and/or service(s) throughout the life of the Contract if in the best interest of NASPO ValuePoint.

Contract Vendor:

BY: DocuSigned by: 8F686CC9343743C...

NAME: David Bezzant

TITLE: Vice President

DATE: 8/30/2023

Approved in form by:

T-Mobi DocuSigned by: Thorick Dino B690B61B18D2433... nt

NASPO ValuePoint

BY: _____

NAME: _____

TITLE: _____

DATE: _____

DocuSign Envelope ID: CB963A55-DA9B-4FEF-8EF1-A4061175D1CC

NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

ACTION LOG

Submit updated Action Log with each Request. Log must provide history of previous requests.

CONTRACT VENDOR: T-Mobile USA, Inc.

Contact Name and Email (for questions): Shannon.Hewitt-Tapp@T-Mobile.com

DATE: August 30, 2023

DATE SUBMITTED	ACTION REQUESTED:	DATE APPROVED
3/30/21	Dialpad Product Addition	3/31/21
9/22/21	Spireon Product Addition	9/23/21
9/24/21	Control Center IoT Product Addition	10/6/21
10/17/22	VASTLocate Product Addition	10/19/22
10/17/22	MarketSpark Product Addition	10/19/22
10/17/22	Ooma AirDial Product Addition	10/19/22
4/13/2023	Multiline Product Addition (Amendment #6)	5/10/2023
6/23/2023	Inseego Connect Manager Product Addition (Amendment #7)	7/27/2023
8/30/2023	Mystic Message Archival provided by 3rd Eye Product Addition	

DocuSign Envelope ID: CB963A55-DA9B-4FEF-8EF1-A4061175D1CC

STATE OF UTAH
CONTRACT AMENDMENT

AMENDMENT # 7 To CONTRACT # **MA176**

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between the State of Utah, **Division of Purchasing** referred to as State Entity and, **T-Mobile USA, Inc.**, referred to as Contractor.

THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

1. **Contract period:**

07/01/2019	(original starting date)
08/11/2024	(current ending date)
08/11/2024 (unchanged)	**new ending date**

2. **Other changes:** (attach other sheets if necessary):

The parties agree as follows: Add the "Inseego Connect Manager" solution – see the attached, completed "Attachment M New Product Request Form". [*Note: this is an amendment to the NASPO Master Agreement*.] The Inseego Connect Manager solution shall be subject to the license agreements distributed with the solution; however, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control.

3. **Effective Date of Amendment**: 07/28/2023

All other conditions and terms in the original contract and previous amendments remain the same.

IN WITNESS WHEREOF, the parties sign and cause the amendment to be executed.

CONTRACTOR

DocuSigned by: 8F686CC9343743C...
7/27/2023
Contractor's signature Date

David Bezzant, Vice President
Type or Print Name and Title

STATE

DocuSigned by: C38BE9DAC526424...
7/27/2023
Director, Division of Purchasing Date

Marci Woodward	801-957-7145	mwoodward@utah.gov
State of Utah Contact Person	Telephone Number	Email

(Revision 05 June 2022)

Approved by:

DocuSigned by: 8BDE23D4C8AD4C1...
David Visconich
T-Mobile Legal Dept

DocuSign Envelope ID: CB963A55-DA9B-4FEF-8EF1-A4061175D1CC

NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

DATE: June 23, 2023

ATTN: Marci Woodward
NASPO ValuePoint Contract Administrator

RE: NASPO ValuePoint Master Service Agreement #MA176 (the "Contract") with T-Mobile USA, Inc. ("Contractor" or "T-Mobile")

Dear Ms. Woodward:

Action Requested:

Contractor requests to add the product(s) and/or service(s) referenced in this document (collectively, the "Products") to the Contract.

Action Log: X Verify Log is attached

PRODUCTS: Inseego Connect Manager Access

PRODUCT OVERVIEW:

Inseego Connect Manager is a cloud-based configuration and monitoring application that enables you to remotely monitor device status.

The Inseego Connect Manager Access feature offers Customers a multi-tiered configuration and monitoring platform giving them the ability to:

  - Configure devices remotely
  - Prevent data overages
  - Eliminate costly truck rolls
  - Identify theft and tampering
  - Enhance security
- Customers can manage one or more devices remotely via the cloud
- Feature is only available with Government Fixed Wireless rate plan (bundled with Inseego device)
- Billing Account Number (BAN) level rate plan (SOC) provides Customers access to manage every T-Mobile Inseego device on account.

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NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

Describe how the product falls with the Scope of the Master Agreement:

This Product is a Mobile Device Management Solution under Category 3.B.

NEW PRODUCT TERMS AND CONDITIONS. Attach any Terms and Conditions that apply to this product (such as ULA, Policy, Product Terms and Conditions). Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations. Any third-party product provider must agree to the Master Agreement Terms and Conditions.

Customer's use of the Inseego Connect device management platform (the "Inseego Connect Service") is subject to the Inseego Connect Service Agreement, located at: Inseego Connect services agreement | Inseego, as well as the Inseego Connect User Guide, located at: Inseego Connect User Guide (collectively, the "Inseego Terms"). Customer's use of the Inseego Connect Service is deemed to be acceptance by the Customer of the Inseego Terms. If any hardware or equipment purchased by Customer from T-Mobile includes any software necessary to use the Inseego Connect Service, Customer's use of such software is also governed by the Inseego Terms and such software is part of the Inseego Connect Service. The Inseego Terms are solely between Inseego and Customer. T-Mobile is not bound by, and does not assume any obligations, commitments or liability under the Inseego Terms. T-Mobile does not control and is not responsible or liable for how Inseego transmits, accesses, stores, or uses data.

BILLING

Any Product added to the NASPO ValuePoint Master Agreement must be billed by the Master Agreement Contractor and not by any third party.

All features and charges for Inseego Connect Access Manager are billed by T-Mobile.

COST:

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NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

Include a cost matrix to include NASPO ValuePoint contract pricing.

PRODUCT	BUSINESS INTERNET FEATURES	MRC*
Inseego Connect Access - Account Level Only	• Inseego Connect Access provides access to Inseego Connect, a cloud based remote manager, for T-Mobile provided Inseego routers. • Provides Manager level access on T-Mobile's Inseego Connect instance, which allows for remote management of devices. • Requires a T-Mobile owned Inseego FX device(s) – not available for customer owned Inseego devices. • Feature is only available with Government Fixed Wireless rate plan bundled with Inseego Devices. Note: • Customer can have two instances; one for customer owned devices, and one for T-Mobile owned devices. Instances cannot be combined into one. • If Customer has their own Inseego Connect instance, T-Mobile owned devices will not be visible in tool. • If the device was purchased outright, its not visible on the T-Mobile instance.	**$15.00**

*Monthly recurring charge ("MRC") is net of all discounts. No other service discounts will apply. MRC does not include taxes, fees, or surcharges.

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NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

APPROVAL:

Upon signature, NASPO ValuePoint approves the addition of the product(s) and/or service(s) referenced herein to the Contract.

Upon signature, Contractor assures that all product(s) and/or service(s) referenced herein meet the terms and conditions of the Contract and understands that NASPO ValuePoint reserves the right to audit Contractor for compliance in accordance with the terms and conditions of the Contract. NASPO ValuePoint also reserves the right (a) to request additional information with respect to the product(s) and/or service(s) throughout the life of the Contract if in the best interest of NASPO ValuePoint.

Contract Vendor:

BY: DocuSigned by: 8F686CC9343743C...

NAME: David Bezzant

TITLE: Vice President

DATE: 6/23/2023

Approved by:
DocuSigned by:
David Visconich
8BDE23D4C8AD4C1...

NASPO ValuePoint

BY: _____

NAME: _____

TITLE: _____

DATE: _____

DocuSign Envelope ID: CB963A55-DA9B-4FEF-8EF1-A4061175D1CC

NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

ACTION LOG

Submit updated Action Log with each Request. Log must provide history of previous requests.

CONTRACT VENDOR: T-Mobile USA, Inc.

Contact Name and Email (for questions): Shannon.Hewitt-Tapp@T-Mobile.com

DATE: June 23, 2023

DATE SUBMITTED	ACTION REQUESTED:	DATE APPROVED
3/30/21	Dialpad Product Addition	3/31/21
9/22/21	Spireon Product Addition	9/23/21
9/24/21	Control Center IoT Product Addition	10/6/21
10/17/22	VASTLocate Product Addition	10/19/22
10/17/22	MarketSpark Product Addition	10/19/22
10/17/22	Ooma AirDial Product Addition	10/19/22
4/13/2023	Multiline Product Addition (Amendment #6)	5/10/2023

DocuSign Envelope ID: CB963A55-DA9B-4FEF-8EF1-A4061175D1CC

STATE OF UTAH
CONTRACT AMENDMENT

AMENDMENT # **6** To CONTRACT # **MA176**

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between the State of Utah, **Division of Purchasing** referred to as State Entity and, **T-Mobile USA, Inc.**, referred to as Contractor.

THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

1. **Contract period:**

07/01/2019 (original starting date)

08/11/2024 (current ending date)

08/11/2024 **new ending date**

2. **Other changes:** (attach other sheets if necessary):

The parties agree as follows: Add the "Multiline Service by Movius" product – see the attached, completed "Attachment M New Product Request Form". [*Note: this is an amendment to the NASPO Master Agreement*.]

3. **Effective Date of Amendment**: 05/10/2023

All other conditions and terms in the original contract and previous amendments remain the same.

IN WITNESS WHEREOF, the parties sign and cause the amendment to be executed.

CONTRACTOR

DocuSigned by:
8F686CC9343743C...
5/16/2023
Contractor's signature Date

David Bezzant, Vice President
Type or Print Name and Title

STATE

DocuSigned by:
C38BE9DAC528424...
5/16/2023
Director, Division of Purchasing Date

Marci Woodward	801-957-7145	mwoodward@utah.gov
State of Utah Contact Person	Telephone Number	Email

(Revision 05 June 2022)

Approved by:

DocuSigned by:
9AD9DA95BA074FF...
T-Mobile Legal Dept

DocuSign Envelope ID: CB963A55-DA9B-4FEF-8EF1-A4061175D1CC

NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

DATE: April 13, 2023

ATTN: Marci Woodward
NASPO ValuePoint Contract Administrator

RE: NASPO ValuePoint Master Service Agreement #MA176 (the "Contract") with T-Mobile USA, Inc. ("Contractor" or "T-Mobile")

Dear Ms. Woodward:

Action Requested:

Contractor requests to add the product(s) and/or service(s) referenced in this document (collectively, the "Products") to the Contract.

Action Log: __X___Verify Log is attached

PRODUCTS: MultiLine Service by Movius ("MultiLine Service")

(NOTE: This Service was previously on Sprint's NASPO Master Service Agreement #MA262 and is being reintroduced with additional features and price points on this Contract).

PRODUCT OVERVIEW:

MultiLine Service is a cloud-based voice and Short Message Service (SMS) solution that deploys an additional U.S. domestic phone number on a smartphone device. The MultiLine Service is made available through an application (the "**MultiLine App**") that is provided and operated by Movius Interactive Corporation ("**Movius**"), a third-party provider of T-Mobile. The smartphone device may be either a corporate-issued or employee-owned mobile device. Customer may use a new phone number or port an existing phone number for use with the MultiLine Service.

For the MultiLine Service to function, the MultiLine App must be downloaded to the smartphone of each end-user of the Customer (each an "Individual Device Holder"). The MultiLine App can be downloaded from the Apple App Store, the Google Play Store, or through selected mobile device management platforms.

MultiLine Service can help address many communication management use cases and provides features including:

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- Voice and/or SMS recording required
- High bar for security & data protection
- Reach clients on their preferred channels
- Compliance across GSM, Data and Wi-Fi

MultiLine Service also helps maintain continuity of service and reduce business risk by allowing an organization to centrally manage employer-issued numbers simply and at scale.

Customers can choose from these three plan options:

MultiLine Standard

- Included benefits
- Unlimited Voice and Text
- Scam ID
- Stateside international calling functionality
- CAN/MEX calling, and text included
- Carrier and device-agnostic
- Admin portal for compliance
- Fully featured work phone via over-the-top application

MultiLine Plus

- Includes all features of MultiLine Standard in addition to:
- Message capture
- Message opt-in/out
- Message blocking
- Message redaction

MultiLine Enterprise

- Includes all features of MultiLine Standard and MultiLine Plus in addition to:
- Voice Recording

MultiLine Service customers can request add-on integration options and enhanced functionality options. Some additional functionality is added via a regular add-on rate plan (SOC), while others are added via a one-time charge. Add-on SOCs and onetime charge codes are eligible on NASPO plans.

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Integration Options:

WhatsApp Messaging Channel

- Full integration with WhatsApp Messaging Connector allows compliant WhatsApp messaging directly inside MultiLine.

Salesforce Integration

- Full integration with Salesforce that allows all MultiLine calls and texts to be automatically logged as an activity against contact and lead record.

Blackberry Dynamics Integration

- Full integration with BlackBerry Dynamics, offering automatic phone number recognition for phone numbers appearing in any BlackBerry Dynamics Container Apps.
- Not compatible with Microsoft Intune Integration.

Microsoft Intune Integration

- Full integration with Microsoft Intune, offering Single Sign On, biometric authentication, sync with Exchange Contacts, and automatic phone number recognition for easy dialing.
- Not compatible with Blackberry Dynamics.

Enhanced Functionality Options:

Digital Safe SFTP

- An automated process to push the recordings to the client using encrypted SSH File Transfer Protocol (SFTP).

Digital Safe API

- Movius has exposed APIs that allow a client to extract recordings on the Movius Platform.

SIPREC Call Recording

- Secure connection from Movius Cloud to Client Data Center (DC).

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Describe how the product falls with the Scope of the Master Agreement:

MultiLine Service is a Mobile Integration/Mobile Substitution Solution under Category 3.C.

NEW PRODUCT TERMS AND CONDITIONS. Attach any Terms and Conditions that apply to this product (such as ULA, Policy, Product Terms and Conditions). Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations. Any third-party product provider must agree to the Master Agreement Terms and Conditions.

Please see the MultiLine Service Addendum incorporated herein including the MultiLine Data Protection Requirements Exhibit, which each Customer utilizing MultiLine Service with T-Mobile is required to sign for associated Terms and Conditions.

T-Mobile is solely providing Customers with network connectivity to access the MultiLine Service, which is a third-party solution. Customer's use of the MultiLine Service is subject to acceptance of the Movius End Software License Terms (the "**Movius EULA**"). If a Customer does not agree to the Movius EULA, the Customer will not be able to purchase and use the MultiLine Service. The Movius EULA is solely between Movius and the Customer. T-Mobile is not bound by, and does not assume any obligations, commitments or liability under the Movius EULA.

BILLING

Any Product added to the NASPO ValuePoint Master Agreement must be billed by the Master Agreement Contractor and not by any third party.

All features and charges for MultiLine Service are billed on a monthly basis by T-Mobile.

COST:

Include a cost matrix to include NASPO ValuePoint contract pricing.

Monthly Recurring Charge(s) ("**MRC**") are monthly service charges and fees for the Services. MRCs do not include taxes, fees (including fees related to additional features), surcharges, or non-recurring charges (such as international roaming charges). MRC is net of all discounts. No other service discounts will apply.

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MultiLine Service	Description	Commercially Available Price per Line/Month
MultiLine Standard Gov't	• Highly-secure and compliant enterprise-grade app that puts a separate fully functional work phone with a business number on any smartphone, regardless of what wireless service provider they use. • Requires an active Voice line with data. • The MultiLine app is only available on iOS or Android smartphone platforms. • Tax Exclusive.	$13.94
MultiLine Plus Gov't	• Highly-secure and compliant enterprise-grade app that puts a separate fully functional work phone with a business number on any smartphone, regardless of what wireless service provider they use. • Plus includes message capture, message opt-in/out, message blocking, and message redaction. • Requires an active Voice line with data. • The MultiLine app is only available on iOS or Android smartphone platforms. • Tax Exclusive.	$18.04
MultiLine Enterprise Gov't	• Highly-secure and compliant enterprise-grade app that puts a separate fully functional work phone with a business number on any smartphone, regardless of what wireless service provider they use. • Includes message capture, message opt-in/out, message blocking, message redaction, and voice recording. • Requires an active Voice line with data. •The MultiLine app is only available on iOS or Android smartphone platforms. •Tax Exclusive.	$24.60
Add-On Features	**Description**	**Commercially Available Price per Line/Month**
Blackberry Dynamics Integration	Blackberry Dynamics Integration add-on feature integrates your MultiLine app with your BlackBerry Unified Endpoint Management (UEM). BlackBerry Unified Endpoint Management is purchased separately and is not provided directly by T-Mobile.	$3.25
Microsoft Intune Integration	Microsoft Intune Integration add-on feature integrates your MultiLine app with your Microsoft Intune Mobile Device Manager (MDM). Microsoft Intune is purchased separately and not provided directly from T-Mobile.	$3.25
Salesforce Integration	Salesforce Integration add-on feature integrates your MultiLine app with your Enterprise Salesforce Organization. Enterprise Salesforce Organization is purchased separately and is not provided directly by T-Mobile.	$20.00

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WhatsApp Messaging Channel	WhatsApp Messaging Channel add-on feature allows compliant WhatsApp messaging directly inside of your MultiLine app. WhatsApp services are purchased separately and are not provided directly by T-Mobile.	$29.00
One-Time Charges	**Description**	**One-Time Charge**
Digital Safe: SFTP	An automated process to push the recordings to the client using encrypted SFTP. This push would be in a CSV file which contains voice metadata and/or SMS metadata and SMS content. Associated media for voice content will be pushed separately. The records and media on Movius Cloud are then securely purged. The client is responsible for ensuring their archiving vendor can ingest the records.	$2,250.00
Digital Safe: API	Movius has exposed APIs that allow a client to extract recordings on the Movius Platform. Recordings must be extracted within 72 hours.	$2,250.00
SIPREC Call Recording	Secure connection from Movius Cloud to Client Data Centre. Calls are streamed live to the Client DC – no recording or storage on Movius at all. In the event the live stream to Client DC fails for some reason, the actual call will be dropped to ensure a call will not occur if recording fails.	$45,500.00
ML IP Whitelisting	Allow listing of End User's IP addresses for Movius Management Portal (MMP) admin access and API URLs.	$12,500.00
Direct Links Cost Indicator	Link charges needed to make the connection from Movius to the customer for SIPREC.	$12,500.00 (billed annually)

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APPROVAL:

Upon signature, NASPO ValuePoint approves the addition of the product(s) and/or service(s) referenced herein to the Contract.

Upon signature, Contractor assures that all product(s) and/or service(s) referenced herein meet the terms and conditions of the Contract and understands that NASPO ValuePoint reserves the right to audit Contractor for compliance in accordance with the terms and conditions of the Contract. NASPO ValuePoint also reserves the right (a) to request additional information with respect to the product(s) and/or service(s) throughout the life of the Contract if in the best interest of NASPO ValuePoint.

Contract Vendor:

BY: DocuSigned by: 8F686CC9343743C...

NAME: David Bezzant

TITLE: Vice President

DATE: 4/13/2023

Appr... DocuSigned by: katie Jeter-Boldt 947A98E6A7CB4E7...
T-Mc

NASPO ValuePoint

BY: _____

NAME: _____

TITLE: _____

DATE: _____

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NASPO ValuePoint Wireless Data, Voice and Accessories Product Add Request

T-MOBILE MULTILINE SERVICE ADDENDUM

This T-Mobile MultiLine Service Addendum ("**Service Addendum**") which shall be effective as of the date of the second Party signs this Addendum below (the "Addendum Effective Date") is by and between T-Mobile USA, Inc., a Delaware corporation ("T-Mobile"), and [**Customer Name**], a(n) [**state of formation**] [**type of entity, e.g., school district, or municipality**], with its principal place of business at [**Customer address**] ("[**Short Name**]" or "Customer"). For purposes of this Addendum, T-Mobile and Customer are sometimes collectively referred to as the "Parties," and individually as a "Party."

Description of Solution. T-Mobile will provide the MultiLine Service to Customer. The MultiLine Service is a cloud-based voice and Short Message Service (SMS) text Service that deploys an additional U.S. domestic phone number on a wireless smartphone device. The MultiLine Service is made available through an application (the "**MultiLine App**") that is provided and operated by Movius Interactive Corporation ("**Movius**"), a third-party provider of T-Mobile. Customer may use a new phone number or port an existing phone number for use with the MultiLine Service. For the MultiLine Service to function, the MultiLine App must be downloaded to the smartphone of each Customer User. The MultiLine App can be downloaded from the Apple App Store, the Google Play Store, or through selected mobile device management platforms. The MultiLine Service also requires each device of each Customer User to maintain a separate wireless plan with any wireless telecommunications carrier. This wireless plan, and the native wireless number of the wireless plan, is leveraged to facilitate voice calls and SMS messages through the MultiLine Service.

Underlying Agreement. References to "Agreement" in this Addendum mean the: NASPO ValuePoint Master Service Agreement #MA176 ("Agreement"). ("Agreement"). Use of the MultiLine Service Solution is subject to acceptance of this Addendum, the terms set out herein, including the attached and incorporated **Exhibit A.**

The terms and conditions of this Addendum or the Agreement will not be modified or superseded by any terms and conditions in a Customer-generated purchase order ("Order"). Orders will have no force or effect other than to denote quantity, the products or services purchased, delivery destinations, requested delivery dates and any other information required by this Addendum or the Agreement.

The following terms and conditions will apply to Customer's purchase and use of MultiLine Service.

1. **MultiLine End User Terms**. T-Mobile is solely providing Customer with network connectivity to access the MultiLine Service, which is a third-party solution. Customer's use of the MultiLine Service is subject to acceptance of the Movius End Software License Terms (the "**Movius EULA**"). If Customer does not agree to the Movius EULA, Customer will not be able to purchase and use the MultiLine Service. The Movius EULA is solely between Movius and Customer. T-Mobile is not bound by, and does not assume any obligations, commitments or liability under the Movius EULA.
2. **MultiLine Limitations**. The MultiLine Service is only available for use by Customer Users that are based in the United States. While Customer Users may use the MultiLine Service while traveling internationally, Customer will ensure that each Customer User utilizing the MultiLine Service is based in the United States. The MultiLine Service is also limited to communications for Customer's business purposes only, to support Customer's normal and ongoing operations, its employees, and its customers.
3. **MultiLine Recording**. Customer may purchase MultiLine Mobile Recording, which provides the ability to record voice calls and/or SMS messages for communications utilizing the MultiLine Service. Recordings will be stored with Movius for up to 14 days, as agreed between T-Mobile and Customer, and Customer will

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then have the ability to download the recordings to a Customer site archive location. All recordings are performed through the MultiLine App operated by Movius and, as such, T-Mobile will have no liability for any failure related to the recording or storage of voice calls or SMS messages. Customer will be fully responsible for complying with all applicable laws and regulations related to recording voice calls or SMS messages, including providing notices to, and obtaining consents from, end users whose communication is being recorded.

4. **Billing/Fees**. Customer will be charged for MultiLine Service on a monthly billing cycle basis in accordance with the Agreement. The pricing for the MultiLine Service is listed in **Attachment 1** (MultiLine Pricing) of this Addendum.

5. **Responsibility for the MultiLine Service**. Customer acknowledges and agrees that the MultiLine Service, including the Software, MultiLine App, and MultiLine Portal, are hosted and operated by Movius, a third-party provider of T-Mobile, and that T-Mobile's role in the MultiLine Service is limited to facilitating issuance of wireless numbers and providing the T-Mobile Network Service. As a result, T-Mobile does not control and expressly disclaims all liability related to or arising from the MultiLine Service, including Customer's use of the MultiLine Service, or liability related to or arising from any updates, modifications, outages, failures, corruption of data, loss of data, discontinuance of services, or termination of Customer's account by the MultiLine Service. T-Mobile is also not responsible for wireless connections for the MultiLine Service that are not provided via the T-Mobile Network Service. The "T-Mobile Network Service" means T-Mobile's nationwide network. This Service Addendum supplements and does not amend the Agreement.

6. **Customer Data**. T-Mobile will not have access to any Customer data generated through the MultiLine App and, to the extent T-Mobile does have access to Customer data, such data will be encrypted, and T-Mobile will not have access to any key, code, or related information to decrypt the data or to otherwise be able to view or discover the original content of the data. As such, T-Mobile does not control and is not responsible or liable for how the MultiLine Service transmits, accesses, stores, or uses Customer data. Notwithstanding the foregoing, T-Mobile will endeavor to ensure that Movius complies with the information security provisions in **Exhibit A** to this Service Addendum (the "MultiLine Data Protection Requirements Exhibit"). T-Mobile and Customer acknowledge and agree that the MultiLine Data Protection Requirements Exhibit will only apply to the MultiLine Service and will not apply to any other services provided by T-Mobile under the Agreement.

7. **T-Mobile's Responsibilities**

    a. T-Mobile will provide Customer with access (a "Portal Access") to an administration portal of the MultiLine Service (the "MultiLine Portal").

    b. T-Mobile will use commercially reasonable efforts to identify ways to improve the MultiLine Service with Movius, including applying proven techniques and tools within its operations.

    c. T-Mobile will not complete calls using the MultiLine Service to 900, 976 and similar numbers for pay-per-call services.

8. **Roaming and Other Charges for Wireless Plan.** Customer is responsible for all charges and fees for the wireless plan that Customer or its Users maintain for each device that uses the MultiLine Service. Such charges and fees include usage overage charges, or roaming charges (including international roaming charges) when using the MultiLine Service outside of the in-network boundaries of the wireless plan. Customer will notify all of its Users of this possibility, and T-Mobile will have no liability for any roaming charges, data usage or overages incurred by the Customer User. Through the MultiLine App, Users may select the MultiLine Service to use their cellular network and use their allotted voice minutes or data limits

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under the wireless plan, or they may elect to use WiFi only. Customer Users can potentially avoid additional roaming and usage charges by selecting WiFi only when using the MultiLine Service, depending on the specific terms and conditions of the underlying wireless plan.

9. **Emergency Service Limitations.** When using the MultiLine Service to call 9-1-1 on a smartphone device in "minutes mode," the MultiLine Service is designed to default to the native dialer on the device and attach to the strongest signal available from an available compatible wireless network. Wireless carriers are required under federal regulation to carry all calls to 9-1-1 that are received over their wireless network. Before using the MultiLine Service on a smartphone device in "data mode," the Customer User must register a location to route a 9-1-1 call to the appropriate public safety answering point for that location. The registered location will be provided to the public safety answering point to assist in locating the device calling 9-1-1. Customer acknowledges that if a Customer User's mobile device does not have cellular telephone service available or the MultiLine App is not set to use the cellular telephone service, the User may not be able to call 9-1-1 using the MultiLine Service. A Customer User's mobile device may be able to complete a 9-1-1 call using the MultiLine Service when WiFi is available even when cellular telephone services are not. 9-1-1 calls using the MultiLine Service are subject to the following:
    - **a.** 911 Access Terms. The 911 Access Terms on Schedule 2, attached to this Service Schedule and incorporated herein, will be applicable to all 9-1-1 calls and messages using the MultiLine Service.
    - **b.** Inbound Call Blocking. If a Customer User sets the MultiLine App to "Do Not Disturb," "Call Scheduling," or "Call Forwarding," an inbound call through the MultiLine Service, including from a 9-1-1 call center, will follow that setting. Before calling 9-1-1 in data mode, Customer Users should set the MultiLine App to allow inbound calls.

10. **Software Ownership and License**.

    a. Customer acknowledges that T-Mobile or Movius retain all right, title and interest in and to the Software, the MultiLine Service, and the documentation (including any copies thereof), and ownership of all intellectual property rights pertaining thereto. The term "Software" means any software or software components provided, licensed, or used by Customer and its Users in connection with the MultiLine Service.

    b. Subject to the terms and conditions of the Agreement and this Service Addendum, including the payment of all charges, T-Mobile grants to Customer, and to any Customer User authorized by Customer to use the MultiLine App, a limited, non-exclusive, non-transferable right to install, execute, copy, access and use the MultiLine App which may be downloaded onto the device of a Customer User solely for use with the MultiLine Service. The MultiLine Service is licensed to Customer solely for business purposes. All additional rights not expressly granted herein (unless they are core features or functionality reasonably required for the Software or the MultiLine Addendum) are reserved to T-Mobile or Movius.

    c. T-Mobile may suspend, block or terminate Customer's or any Customer User's use of any software if Customer fails to comply with the licensing requirements included herein and in the Agreement. Upon termination or expiration of the Agreement or the applicable service, any applicable software license will terminate, and Customer will immediately delete or return any T-Mobile provided Software to T-Mobile.

    d. Customer shall not, and shall not permit any third party to: (a) use or reproduce the Software, except as expressly permitted herein and under the Agreement; (b) adapt, alter, modify, remove,

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reverse engineer, decompile, disassemble, attempt to derive the source code for the Software, or otherwise obscure any proprietary notices on the Software or MultiLine Service; (c) rent, loan, sublicense, distribute or otherwise transfer the Software or the right to receive MultiLine Service to any third party; (d) encumber or suffer to exist any lien or security interest on any Software; or (e) use features, functionality or ports of the Software (or of the MultiLine Service) for which T-Mobile has not been paid.

e. Customer owns all rights in Customer's Recordings and related records created through Customer's use of the MultiLine Service.

f. T-Mobile may advise Movius of each Customer User's name, address and intended use of Software (or the MultiLine Service) and provide Movius with a copy of the relevant license agreement, and any service order or purchase order in advance. Customer agrees to such disclosures.

11. **Miscellaneous.** The Agreement and this Service Addendum constitute the complete, final, and exclusive understanding between Customer and T-Mobile regarding the subject matter of this Service Addendum. In the event of any inconsistency between the terms of this Service Addendum and the terms of the Agreement, the terms of this Service Addendum will control for purposes of the MultiLine Service. The Agreement and this Service Addendum supersede all prior understandings, communications, and agreements between Customer and T-Mobile with respect to the MultiLine Service.

12. **Term and Termination.** The term of this Service Addendum will commence on the Addendum Effective Date and will continue on a month-to-month basis. Either Party may terminate this Service Addendum without cause upon thirty (30) days' prior written notice to the other Party pursuant to the notice requirements in the Agreement. Either Party may terminate this Addendum without penalty if the other Party materially breaches this Service Addendum and such breach is not cured within thirty (30) days after the breaching Party receives written notice of such breach from the non-breaching Party. This Service Addendum and all rights and obligations hereunder, except those expressly indicated to survive, will terminate immediately upon termination or expiration of the Service Addendum or the Agreement. Unless otherwise set forth in the Agreement or this Service Addendum, termination or expiration of this Service Addendum does not terminate the Agreement or any rights or obligations in the Agreement. The following sections will survive any expiration or termination of this Addendum: Sections 1, 3, 4, 5, 6, 8, and 10.

T-Mobile USA, Inc.	**[Customer Name]**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Legal Approved by: _____ T-Mobile USA, Inc. Legal Department	

EXAMPLE ONLY

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ATTACHMENT 1

MULTILINE PRICING

Monthly Recurring Charge(s) ("**MRC**") are monthly service charges and fees for the Services. MRCs do not include taxes, fees (including fees related to additional features), surcharges, or non-recurring charges (such as international roaming charges). MRC is net of all discounts. No other service discounts will apply.

MultiLine Service	Description	Commercially Available Price per Line/Month
MultiLine Standard Gov't	· Highly-secure and compliant enterprise-grade app that puts a separate fully functional work phone with a business number on any smartphone, regardless of what wireless service provider they use. · Requires an active Voice line with data. · The MultiLine app is only available on iOS or Android smartphone platforms. · Tax Exclusive.	$13.94
MultiLine Plus Gov't	· Highly-secure and compliant enterprise-grade app that puts a separate fully functional work phone with a business number on any smartphone, regardless of what wireless service provider they use. · Plus includes message capture, message opt-in/out, message blocking, and message redaction. · Requires an active Voice line with data. · The MultiLine app is only available on iOS or Android smartphone platforms. · Tax Exclusive.	$18.04
MultiLine Enterprise Gov't	· Highly-secure and compliant enterprise-grade app that puts a separate fully functional work phone with a business number on any smartphone, regardless of what wireless service provider they use. · Includes message capture, message opt-in/out, message blocking, message redaction, and voice recording. · Requires an active Voice line with data. ·The MultiLine app is only available on iOS or Android smartphone platforms. ·Tax Exclusive.	$24.60
Add-On Features	**Description**	**Commercially Available Price per Line/Month**
Blackberry Dynamics Integration	Blackberry Dynamics Integration add-on feature integrates your MultiLine app with your BlackBerry Unified Endpoint Management (UEM). BlackBerry Unified Endpoint Management is purchased separately and is not provided directly by T-Mobile.	$3.25
Microsoft Intune Integration	Microsoft Intune Integration add-on feature integrates your MultiLine app with your Microsoft Intune Mobile Device Manager (MDM). Microsoft Intune is purchased separately and not provided directly from T-Mobile.	$3.25

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Salesforce Integration	Salesforce Integration add-on feature integrates your MultiLine app with your Enterprise Salesforce Organization. Enterprise Salesforce Organization is purchased separately and is not provided directly by T-Mobile.	$20.00
WhatsApp Messaging Channel	WhatsApp Messaging Channel add-on feature allows compliant WhatsApp messaging directly inside of your MultiLine app. WhatsApp services are purchased separately and are not provided directly by T-Mobile.	$29.00
One-Time Charges	**Description**	**One-Time Charge**
Digital Safe: SFTP	An automated process to push the recordings to the client using encrypted SFTP. This push would be in a CSV file which contains voice metadata and/or SMS metadata and SMS content. Associated media for voice content will be pushed separately. The records and media on Movius Cloud are then securely purged. The client is responsible for ensuring their archiving vendor can ingest the records.	$2,250.00
Digital Safe: API	Movius has exposed APIs that allow a client to extract recordings on the Movius Platform. Recordings must be extracted within 72 hours.	$2,250.00
SIPREC Call Recording	Secure connection from Movius Cloud to Client Data Centre. Calls are streamed live to the Client DC – no recording or storage on Movius at all. In the event the live stream to Client DC fails for some reason, the actual call will be dropped to ensure a call will not occur if recording fails.	$45,500.00
ML IP Whitelisting	Allow listing of End User's IP addresses for Movius Management Portal (MMP) admin access and API URLs.	$12,500.00
Direct Links Cost Indicator	Link charges needed to make the connection from Movius to the customer for SIPREC.	$12,500.00 (billed annually)

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EXHIBIT A

MOVIUS DATA PROTECTION TERMS

This MultiLine Data Protection Requirements Exhibit (this "Exhibit") is hereby incorporated into the Solution Addendum to which it is attached (together with the underlying agreement, the "Agreement"). Unless otherwise defined in this Exhibit, capitalized terms will have the same meaning as in the Agreement, including the Solution Addendum. If there is a conflict between any provision in this Exhibit and any other provision of the Agreement, this Exhibit will control.

1. Definitions. The following capitalized terms will have the meanings ascribed to them:

"Covered Incident" means any instance in which T-Mobile and Movius have confirmed an actual, probable, or reasonably suspected access to or acquisition of Customer Data that was not authorized, whether arising from a Cybersecurity Event or otherwise.

"Customer Data" means any information about persons or entities who are prospective, former, or existing customers or employees of Customer or Customer's Affiliates (excluding such information that may be aggregated or anonymized), which Movius obtains or has access to as a result of the provision of the MultiLine Solution under Agreement.

"**Cybersecurity Event**" means any act or attempt, successful or unsuccessful, to gain unauthorized access to, disrupt or misuse Movius' Information System or information stored on Movius' Information System.

"Information System" means a discrete set of electronic information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of electronic information, as well as any specialized systems such as industrial/process control systems, telephone switching and private branch exchange systems, and environmental control systems.

"Process" means any operation or set of operations which is performed on information or on sets of information, including by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, viewing, disclosure by transmission, dissemination, alignment or combination, restriction, erasure, or destruction.

2. Scope.

2.1 General. This Exhibit only applies to the MultiLine Solution provided by T-Mobile to Customer. Customer acknowledges and agrees that this Exhibit does not apply to any other services provided by T-Mobile to Customer under the Agreement.

2.2 Movius. Customer also acknowledges and agrees that the MultiLine Solution, including the Software, MultiLine App, and MultiLine Portal, are hosted and operated by T-Mobile's subcontractor, Movius Interactive Corporation ("**Movius**"). As a result, T-Mobile will not have access to any Customer Data and, to the extent T-Mobile does have access to Customer Data, such data will be encrypted and T-Mobile will not have access to any key, code, or related information to decrypt the data or to otherwise be able to view or discover the original content of the data). To that end, Customer acknowledges and agrees that the obligations set forth in this Exhibit will not be directly applicable to T-Mobile, but T-Mobile will ensure that Movius complies with all obligations in this Exhibit.

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3. Handling of Customer Data.

3.1 Limitation of Processing. T-Mobile will ensure that Movius Processes Customer Data solely to the extent necessary to assist T-Mobile in performing T-Mobile's obligations under the Agreement. Movius may not Process Customer Data for any other purpose, including but not limited to: marketing to or contacting persons identifiable from such Customer Data (alone or in combination with other data), data mining, data analytics, or distribution of the information to any third parties, without written approval from Customer.

3.2 Individual Requests. T-Mobile will assist Customer in fulfilling its legal obligations to respond to individual requests, including requests to access Customer Data.

3.3 De-Identified Data. T-Mobile will ensure that Movius (1) will not, nor will it attempt to, re-identify any De-Identified Data with any personal information or otherwise perform functions that would re-identify the data, (2) has implemented technical and business safeguards that prohibit the re-identification of De-Identified Data, and (3) has implemented business processes to prevent inadvertent release of De-Identified Data. **"De-Identified Data**" means Customer Data that has been scrubbed, hashed, encrypted or otherwise obscured to remove any information that is reasonably linked to an identified or identifiable individual. Data that is readable only with a key or other technical measure is not De-Identified Data if Movius has access to the associated key or measure.

3.4 No Third-Party Sales of Information. T-Mobile will ensure that Movius does not sell, rent, transfer, share, disclose or otherwise make available or communicate orally, in writing, or by electronic or other means, whether for monetary or other valuable consideration or for any other reason, Customer Data to any third party, except with respect to Movius' subcontractors assisting in providing the MultiLine Solution, without the express written consent of Customer.

4. Privacy Program and Information Security Program.

4.1 T-Mobile will ensure that Movius has established, implemented, and will maintain during the Term comprehensive programs to (a) address privacy risks related to the development and management of existing and new products and services that Process Customer Data; (b) protect the privacy and confidentiality of Customer Data, (c) address security risks related to the development and management of existing and new products and services that Process Customer Data, and (d) protect the security of Customer Data (collectively, "the **Programs**") in each case, containing controls and procedures appropriate to Movius' size and complexity, the nature and scope of its activities, and the sensitivity of the information processed. T-Mobile will ensure that Movius designates a qualified employee or employees to coordinate and be responsible for such Programs.

4.2 The written Program documentation will contain the following requirements:

(a) Administrative, technical and physical safeguards to identify, assess and protect against unauthorized access to, acquisition of, or Processing of Customer Data.

(b) Formal risk management processes to identify reasonably foreseeable risks, both internal and external, physical or digital, that could result in the unauthorized collection, use, or disclosure of Customer Data and assessment of the sufficiency of any safeguards in place to control those risks. At a minimum, the Programs will document consideration of risks in each area of relevant operation, including:

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(1) employee hiring, training, and management, including training on the requirements of the Programs;
(2) identity management and physical and digital system access;(3) asset classification and control;
(4) secure product and software design, development, and testing, including access key and secret key management and secure cloud storage;
(5) review, assessment, and responses to third party security vulnerability reports;
(6) prevention, detection, and response to attacks, intrusions, or systems failures;
(7) system and application development and maintenance;
(8) change management, including immediate access control removal for terminated employees;
(9) Covered Incident and Cybersecurity Event detection, response and recovery, physical and environmental security;
(10) disaster recovery and business continuity;
(11) encryption and cryptographic key management; and
(12) Information System auditing, logging and monitoring

(c) The design and implementation of reasonable policies, controls and procedures to address the foregoing risks and regular testing or monitoring of the effectiveness of those controls and procedures;

(d) Development and use of steps to select and retain employees capable of appropriately protecting the privacy and security of Customer Data and requiring employees to implement and maintain appropriate privacy and security protections for such Customer Data; and

(e) Account for the evaluation and adjustment of the Programs in light of the results of the testing and monitoring required by Section 4.2(c), any changes to operations or business arrangements, regulatory obligations, or any other circumstances that are known (or there is reason to know) may have an impact on the effectiveness of the Programs.

5. Notification and Cooperation.

5.1 Cybersecurity Events. T-Mobile will cause Movius to promptly investigate all Cybersecurity Events to identify (i) any exploitable vulnerabilities related to the Cybersecurity Event and (ii) if the Cybersecurity Event caused or revealed any unauthorized access to, acquisition of, or Processing of Customer Data. The investigation will seek to establish the causes thereof and the nature and extent of all Customer Data, if any, affected by such activity and will proceed as quickly as reasonably possible:

(a) to mitigate any adverse impact or other harm to Customer or Customer's customers resulting from such Cybersecurity Event; and

(b) to prevent similar Cybersecurity Events from occurring in the future.

5.2 Covered Incidents. T-Mobile will notify Customer of a Covered Incident not more than seventy-two (72) hours after confirming the Covered Incident. T-Mobile will keep Customer informed at all stages of its investigation as appropriate, and of all actions taken in response.

5.3 Accessibility of Support. T-Mobile will ensure that Movius designates a single individual or group of individuals who will be available to 24 hours per day, 7 days per week, regarding its obligations under this Exhibit.

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6. SOC 2 Audit. T-Mobile will ensure that Movius' Information Systems that Process Customer Data have been and will be audited on an annual basis. Such audits are to be performed by an independent third-party auditor that tests against the most current Service Organization Controls (SOC) 2, Type II reporting framework as developed by the American Institute of Certified Public Accountants (AICPA) ("**SOC 2 Type II Audit**"). Alternatively, T-Mobile may require Movius to document or demonstrate its ability to fully comply with this Exhibit in addition to or in lieu of any SOC 2 Type II Audit.

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NASPO ValuePoint Wireless Data, Voice and Accessories Product Add Request

ACTION LOG

Submit updated Action Log with each Request. Log must provide history of previous requests.

CONTRACT VENDOR: T-Mobile USA, Inc.

Contact Name and Email (for questions): Shannon.Hewitt-Tapp@T-Mobile.com

DATE: 4/13/2023

DATE SUBMITTED	ACTION REQUESTED:	DATE APPROVED
3/30/21	Dialpad Product Addition	3/31/21
9/22/21	Spireon Product Addition	9/23/21
9/24/21	Control Center IoT Product Addition	10/6/21
10/17/22	VASTLocate Product Addition	10/19/22
10/17/22	MarketSpark Product Addition	10/19/22
10/17/22	Ooma AirDial Product Addition	10/19/22
4/13/2023	Multiline Product Addition	

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STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 5

CONTRACT #: MA176

Starting Date: 7/1/2019

Expiration Date: 8/11/2024

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and T-Mobile USA, Inc. (Referred to as CONTRACTOR).

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

The Attachments in Section 8 of Master Agreement are updated as follows:
Attachment C: Cost Sheet is replaced with a new Attachment C as attached herein.
Attachment G: Plan Description is replaced with a new Attachment G as attached herein
Attachment V: Category 3 Subcategory Definitions is replaced with a new Attachment V as attached herein.
Attachment W-2: Awarded Subcategories is added as a new attachment attached herein.

The Parties agree that pricing for Message Archiving with Smarsh will be in accordance with the pricing in Attachment G: Plan Description. The Percentage Off Discount in Attachment C: Cost Sheet will not be applicable to the Message Archiving with Smarsh pricing in Attachment G: Plan Description.

The Parties agree that the addition of new product and service lines within Attachment G under Section 3 of the Scope of Work (Attachment B) may be done moving forward with written approval by the Lead State in lieu of a formal amendment to the Master Agreement.

Effective Date of Amendment: as of the last signature date below.

All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

DocuSigned by:

10/27/2021

Contractor's Signature — Date

David Bezzant

Contractor's Name (Print)

Vice President, T-Mobile for Government

Title (Print)

Approved by:

T-Mobile USA, Inc. Legal Dept.

STATE OF UTAH

10/27/2021

Director, State of Utah Division of Purchasing — Date

For Division of Purchasing Internal Use

Purchasing Agent	Phone #	E-mail Address	Contract #
Solomon Kingston	801-957-7142	skingston@utah.gov	MA176

Attachment C - Cost Sheet

MA176-1 Wireless Voice, Data and Accessories Attachment C: Costsheet

Award Category 1 Costsheet

Vendor Name: T-Mobile USA, Inc.

Subsidized Device Scenarios

Scenario	Description carrier provides a device along with the rate plan. Pricing is for 1 device/plan as applicable per scenario.	rate ($ per month)	Usage Weight	Weighted Cost	OFFEROR NOTES Describe plan attributes and characteristics per the instructions*.
1	basic phone - unlimited voice & messaging	$20.00	0.115	$2.30	T-Mobile provides a basic phone with an MSRP value of $60.00 for calling and text messaging on a subsidized unlimited talk, text, and 2GB data plan. 24 months of service required.
2	Smartphone - 4 Gig of data, unlimited voice & messaging	$24.36	0.055	$1.34	T-Mobile provides a basic smart phone with an MSRP value of $110.00 included with a Smartphone Unlimited data, voice and messaging plan. 24 months of service required.
3	Smartphone - 300 minutes of voice, unlimited data & messaging	$20.00	0.357	$7.14	T-Mobile provides a smartphone discount of $50.00 on every unlimitd tablet plan. 24 months of service required on this rate plan.
4	Smartphone - unlimited data, voice & messaging	$34.44	0.048	$1.65	T-Mobile ONE for Government Unlimited • Includes a $240.00 device subsidy. • Unlimited minutes and messaging • Unlimited 4G LTE device data • 1GB Smartphone Mobile Hotspot • Unlimited Smartphone Mobile Hotspot @512kbps • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders • Optimized video streaming at 480p • Gogo in-flight 1 hour (unlimited flights) • Unlimited domestic data roaming Pricing includes the 16% NASPO discount. We also offer a $53.00 or $64.00 (before AVD) subsidized plans with higher subsidies that we can offer to NASPO. 1.1 Requirements for Customer to Qualify for Device Credits. (a) For the Device Credit to be effective, Customer must purchase a Device from T-Mobile with an activated 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"); (b) Customer can only choose one of the rate plans for each line of Service and cannot change or move the lines during the Subsidy Term; (c) Each line of Service and each Device purchased must be activated in accordance with the terms of the Agreement; and (d) Customer's account must remain in good standing with T-Mobile to receive the Device Credit. (e) Customer may upgrade the device after 20 months from date of activation after full payment of the outstanding amounts for the device. For the avoidance of doubt, lines of Service that are terminated or suspended (without reactivation) within the Subsidy Term will not qualify for any Device Credit. Subsidy Term/Termination; Device Recovery Fee. If any line of Service that received a Device Credit is terminated prior to the end of the Subsidy Term, then Customer agrees to pay or reimburse T-Mobile a pro rata portion of the Device Credit equal to 5% of the subsidy amount for each month that has been credited
5	data only - low - 150 kb	$8.40	0.014	$0.12	T-Mobile will give $5.00 off of a T-Mobile sold device with a 24 months agreement on the data only low 150kb plan.
6	data only - moderate - 4 Gig	$16.80	0.04	$0.67	T-Mobile will give $15.00 off a data only moderate 4GB plan off of a T-Mobile sold device with 24 months of service on the data only moderate 4GB plan.
7	data only - unlimited data	$38.25	0.287	$10.98	T-Mobile will provide up to $72.00 subsidy off of a T-Mobile sold compatable data hotspot device on the data only unlimied subsidy plan.
Total				$24.00	
Grand Total (C14 + K14)				$25.83	

Bring Your Own Device Scenarios

Scenario	Description assume customer provides own device separately. Pricing is for 1 device/plan as applicable for scenario.	rate	Usage Weight	Weighted Cost	OFFEROR NOTES Describe plan attributes and characteristics per the instructions*.
8	Smartphone - 4 Gig of data, unlimited voice & messaging	$20.00	0.01	$0.20	Subsidized Unlimited Talk, Text, and Data with 2GB (Other data allotments available) • Unlimited minutes • Unlimited messaging • Unlimited data with 2 GB high-speed • Smartphone Mobile Hotspot. Speeds slow at GB allotment. • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders • Binge On optimized video • Domestic data roaming • Music Freedom Pricing includes the 16% NASPO discount.
9	Smartphone - unlimited data, voice & messaging	$24.36	0.01	$0.24	T-Mobile ONE for Government Unlimited • Unlimited minutes and messaging • Unlimited 4G LTE device data • 1GB Smartphone Mobile Hotspot • Unlimited Smartphone Mobile Hotspot @512kbps • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders • Optimized video streaming at 480p • Gogo in-flight 1 hour (unlimited flights) • Unlimited domestic data roaming Pricing includes the 16% NASPO discount.
10	Tablet - 1 Gig of data	$20.00	0.01	$0.20	T-Mobile ONE for Government Tablet Unlimited. • Unlimited messaging and high-speed data • 1GB of 4G LTE Smartphone Mobile Hotspot (reduced to 3G after the bucket is used) • Simple Global • Optimized video streaming at 480p • Stateside International Unlimited Texting • Mobile Without Borders • Domestic data roaming Pricing includes the 16% NASPO discount.
11	Unlimited Data Plans (no Throttling) that are used by First Responders	$33.60	0.01	$0.34	Priority ONE for First Responders with no de-prioritization • Unlimited minutes and messaging • Unlimited 4G LTE device data • 1GB Smartphone Mobile Hotspot • Unlimited Smartphone Mobile Hotspot @512kbps • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders • Optimized video streaming at 480p • Gogo in-flight 1 hour (unlimited flights) • Unlimited domestic data roaming Pricing includes the 16% NASPO discount.
12	data only - low - 150 kb	$8.40	0.01	$0.08	Simple Choice for Government 1GB •Unlimited data (speeds slow at 1GB) •Unlimited domestic messaging •Smartphone Mobile HotSpot •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Music Freedom Pricing includes the 16% NASPO discount.
13	data only - moderate - 4 Gig	$16.80	0.01	$0.17	Simple Choice for Government 3GB •Unlimited data (speeds slow at 3GB) •Unlimited domestic messaging •Smartphone Mobile HotSpot •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Music Freedom Pricing includes the 16% NASPO discount.
14	data only - unlimited data	$38.25	0.01	$0.38	Simple Choice for Government MI Unlimited • Unlimited High-speed Mobile Internet Data • Unlimited domestic messaging • Domestic data roaming • Simple Global • Stateside International Unlimited Texting • Music Freedom Pricing includes the 16% NASPO discount
Total				$1.61	

Subsidized Device Scenario Requirements

Scenario	Description	requirements
1	basic phone - unlimited voice & messaging	*monthly rate covers 1 user / plan for device, network access, unlimited voice talk time and unlimited messaging *device must be most current in stock device *data used on device will be pulled from account pool *plan includes unlimited messaging from the US to other countries
2	Smartphone - 4 Gig of data, unlimited voice & messaging	*monthly rate covers 1 user / plan for device, network access, unlimited voice talk time, unlimited messaging, unlimited mobile hot spot and at least 4 Gig of 4G data *device must be no older than one generation removed from most current model *data must contribute to overall account pool *unused data from the previous month may roll over into the next month's allowance *plan includes unlimited messaging from the US to other countries
3	Smartphone - 300 minutes of voice, unlimited data & messaging	*monthly rate covers 1 user / plan for device, network access, 300 minutes of voice talk time, unlimited messaging, unlimited mobile hot spot and unlimited 4G data *device must be no older than one generation removed from most current model *data must not throttle before at least 20 gigs of data have been used in the current month *minutes must contribute to overall account pool *plan includes unlimited messaging from the US to other countries
4	Smartphone - unlimited data, voice & messaging	*monthly rate covers 1 user / plan for device, network access, unlimited voice talk time, unlimited messaging, unlimited mobile hot spot and unlimited 4G data *device must be no older than one generation removed from most current model *data must not throttle before at least 20 gigs of data have been used in the current month *plan includes unlimited messaging from the US to other countries
5	data only - low - 150 kb	*monthly rate covers 1 user / plan for device, network access and at least 150 kb of 4G data *device must be no older than one generation removed from most current model *data must contribute to overall account pool *unused data from the previous month may roll over into the next month's allowance
6	data only - moderate - 4 Gig	*monthly rate covers 1 user / plan for device, network access, at least 4 Gig of 4G data and unlimited mobile hotspot *device must be no older than one generation removed from most current model *data must contribute to overall account pool *unused data from the previous month may roll over into the next month's allowance
7	data only - unlimited data	*monthly rate covers 1 user / plan for device, network access, unlimited 4G data and unlimited mobile hotspot *device must be no older than one generation removed from most current model *data must not throttle before at least 20 gigs of data have been used in the current month

Bring Your Own Device Scenarios

Scenario	Description	requirements
8	Smartphone - 4 Gig of data, unlimited voice & messaging	*monthly rate covers 1 user / plan for network access, unlimited voice talk time, unlimited messaging, unlimited mobile hot spot and at least 4 Gig of 4G data *data must contribute to overall account pool *unused data from the previous month may roll over into the next month's allowance *plan includes unlimited messaging from the US to other countries
9	Smartphone - unlimited data, voice & messaging	*monthly rate covers 1 user / plan for network access, unlimited voice talk time, unlimited messaging, unlimited mobile hot spot and unlimited 4G data *data must not throttle before at least 20 gigs of data have been used in the current month *plan includes unlimited messaging from the US to other countries
10	Tablet - 1 Gig of data	*monthly rate covers 1 user / plan for network access, unlimited mobile hot spot and at least 1 Gig of 4G data *data must contribute to overall account pool *unused data from the previous month may roll over into the next month's allowance
11	Unlimited Data Plans (no Throttling) that are used by First Responders	*monthly rate covers 1 user / plan for network access, unlimited voice talk time, unlimited messaging, unlimited mobile hot spot and unlimited 4G data *plan includes unlimited messaging from the US to other countries
12	data only - low - 150 kb	*monthly rate covers 1 user / plan for network access, at least 150 kb of 4G data *data must contribute to overall account pool *unused data from the previous month may roll over into the next month's allowance
13	data only - moderate - 4 Gig	*monthly rate covers 1 user / plan for network access and at least 4 Gig of 4G data and unlimited mobile hotspot *data must contribute to overall account pool *unused data from the previous month may roll over into the next month's allowance
14	data only - unlimited data	*monthly rate covers 1 user / plan for network access, unlimited 4G data and unlimited mobile hotspot *data must not throttle before at least 20 gigs of date have been used in the current month

Catalog Discount Offering

Description	Percentage Off (%)	What aspects of plans does this discount apply to? Please be specific.
Percentage off discount rate offered plans as defined by the Scope of Work (Must be an entry to be responsive)	16%	The 16% NASPO discount applies to the rate plans listed above in Category 1.

ILU Discount Offering

Description	Percentage Off (%)	What aspects of plans does this discount apply to? Please be specific.
Percentage off discount rate offered to ILU accounts as defined by the Scope of Work	up to 33%	Amplified Program: Get the hook up with T-Mobile Amplified - exclusive savings of up to 33% off for your employees and their families. •Talk, text & 4G LTE data on your smartphone •Mobile hotspot •Video streaming •FREE Gogo® in-flight Wi-Fi •International coverage in 210+ countries and destinations (up to 256 Kbps) •Name ID •Voice to text •No-cost DIGITS® number with each line

Attachment C - Cost Sheet

MA176-1 Wireless Voice, Data and Accessories Attachment C: Costsheet

Award Category 2 Costsheet

Vendor Name: T-Mobile USA, Inc.

Item Number	Item Description	Manufacture/Brand	Model	Price Per Unit	MSRP	Category Percentage off of MSRP (If applicable)	Average Cost	Notes
1	Cases	Griffin	Apple iPhone X Survivor Strong Case - Black	$29.99	$29.99	25.00%	$36.66	Other options available at https://business.t-mobile.com/accessories
		Apple	Silicone Case for iPhone XS	$39.99	$39.99	25.00%		Other options available at https://business.t-mobile.com/accessories
		OtterBox	SymmetrySeries Case for Samsung Galaxy S9	$39.99	$39.99	25.00%		Other options available at https://business.t-mobile.com/accessories
2	Screen Protectors	Tech21	Apple iPhone X/XS Impact Shield	$34.99	$34.99	25.00%	$29.99	Other options available at https://business.t-mobile.com/accessories
		PureGear	Roll-On Extreme Impact for Samsung Galaxy S9	$29.99	$29.99	25.00%		Other options available at https://business.t-mobile.com/accessories
		PureGear	Roll-On Extreme Impact for Apple iPhone X/XS	$24.99	$14.99	25.00%		Other options available at https://business.t-mobile.com/accessories
3	Chargers	T-Mobile	4ft Lightning Cable	$19.99	$19.99	25.00%	$18.32	Other options available at https://business.t-mobile.com/accessories
		Belkin	Micro-USB to USB A Cable, 4ft	$19.99	$19.99	25.00%		Other options available at https://business.t-mobile.com/accessories
		T-Mobile	Micro Cable 4 ft Black	$14.99	$14.99	25.00%		Other options available at https://business.t-mobile.com/accessories
4	Headsets for use with wireless devices	Apple	EarPods with Lightning Connector	$29.99	$29.99	25.00%	$69.99	Other options available at https://business.t-mobile.com/accessories
		Apple	Airpods	$159.99	$159.99	25.00%		Other options available at https://business.t-mobile.com/accessories
		Skullcandy	Ink'd Wired with mic - Black	$19.99	$19.99	25.00%		Other options available at https://business.t-mobile.com/accessories
5	Speakers for use with wireless devices	JBL	Go Speaker	$39.99	$39.99	25.00%	$123.32	Other options available at https://business.t-mobile.com/accessories
		JBL	Link 10 - Black	$149.99	$149.99	25.00%		Other options available at https://business.t-mobile.com/accessories
		Ultimate Ears	BLAST and POWER UP - Black	$179.99	$179.99	25.00%		Other options available at https://business.t-mobile.com/accessories
6	Basic Cell Phone	Alcatel	GO FLIP	$75.00	$75.00	0.00%	$25.00	Pricing are subject to change at time of purchase and availability.
		N/A	N/A	$0.00	$0.00	0.00%		
		N/A	N/A	$0.00	$0.00	0.00%		
7	Push to Talk Device	N/A	N/A	$0.00	$0.00	0.00%	$0.00	
		N/A	N/A	$0.00	$0.00	0.00%		
		N/A	N/A	$0.00	$0.00	0.00%		
8	SmartPhones	Apple	iPhone XS 64GB	$999.99	$999.99	0.00%	$873.33	Pricing are subject to change at time of purchase and availability.
		Apple	iPhone X 64GB	$899.99	$899.99	0.00%		Pricing are subject to change at time of purchase and availability.
		Samsung	Galaxy S9 64GB	$720.00	$720.00	0.00%		Pricing are subject to change at time of purchase and availability.
9	Tablets	Apple	iPad 32GB	$459.99	$459.99	0.00%	$493.33	Pricing are subject to change at time of purchase and availability.
		Apple	iPad Pro 10.5 64GB	$779.99	$779.99	0.00%		Pricing are subject to change at time of purchase and availability.
		Samsung	Galaxy Tab E	$240.00	$240.00	0.00%		Pricing are subject to change at time of purchase and availability.
10	Cellular Modems stand alone, integrated or USB	N/A	N/A	$0.00	$0.00	0.00%	$0.00	
		N/A	N/A	$0.00	$0.00	0.00%		
		N/A	N/A	$0.00	$0.00	0.00%		
11	MiFi Hot Spots	Alcatel	LINKZONE	$72.00	$72.00	0.00%	$24.00	Pricing are subject to change at time of purchase and availability.
		N/A	N/A	$0.00	$0.00	0.00%		
		N/A	N/A	$0.00	$0.00	0.00%		
12	WiFi Cellular Routers	N/A	N/A	$0.00	$0.00	0.00%	$0.00	
		N/A	N/A	$0.00	$0.00	0.00%		
		N/A	N/A	$0.00	$0.00	0.00%		
13	IoT Sensors	N/A	N/A	$0.00	$0.00	0.00%	$0.00	
		N/A	N/A	$0.00	$0.00	0.00%		
		N/A	N/A	$0.00	$0.00	0.00%		
14	Cellular-enabled video cameras	N/A	N/A	$0.00	$0.00	0.00%	$0.00	
		N/A	N/A	$0.00	$0.00	0.00%		
		N/A	N/A	$0.00	$0.00	0.00%		
15	Cords / cables	N/A	N/A	$0.00	$0.00	0.00%	$0.00	
		N/A	N/A	$0.00	$0.00	0.00%		
		N/A	N/A	$0.00	$0.00	0.00%		
16	Signal Boosters / Antennas	TBD	TBD	$0.00	$0.00	0.00%	$0.00	T-Mobile will work with each Participating State on in-buildling solutions.
		TBD	TBD	$0.00	$0.00	0.00%		T-Mobile will work with each Participating State on in-buildling solutions.
		TBD	TBD	$0.00	$0.00	0.00%		T-Mobile will work with each Participating State on in-buildling solutions.
Total							$278.28	

ILU Discount Offering

Descripiton	Pecentage Off (%)	What aspects of plans does this discount apply to? Please be specific.
Percentage off discount rate offered to ILU accou	$0.00	Promotional offerings at the time of purchase may apply.

MA176-1 Wireless Voice, Data and Accessories Attachment C: Costsheet				
Category 3A: Fleet Management Costsheet				
VENDOR		T-Mobile USA, Inc.		
Monthly Recurring Cost				
Description	***minimum quantity of vehicles***	***monthly fee***	***total annual cost*** *(qty x fee x 12)*	***OFFEROR NOTES*** Describe plan attributes and characteristics per the instructions*.
Basic Fleet Management	10	$12.60	$1,512.00	SyncUP FLEET: Advanced, real-time fleet management and monitoring for organizations of all sizes. Includes access to the web-based portal that
	100	$12.60	$15,120.00	SyncUP FLEET: Advanced, real-time fleet management and monitoring for organizations of all sizes. Includes access to the web-based portal that
	500	$12.60	$75,600.00	SyncUP FLEET: Advanced, real-time fleet management and monitoring for organizations of all sizes. Includes access to the web-based portal that
	1000	$12.60	$151,200.00	SyncUP FLEET: Advanced, real-time fleet management and monitoring for organizations of all sizes. Includes access to the web-based portal that
	5000	$12.60	$756,000.00	SyncUP FLEET: Advanced, real-time fleet management and monitoring for organizations of all sizes. Includes access to the web-based portal that
Total Annual Recurring Cost			**$999,432.00**	
Service Requirements				
Description		***requirements***		
Basic Fleet Management		*Solution to track, monitor & dispatch vehicles while collecting information on vehicle location & operation *must have option to connect to vehicle's On Board Diagnostic-II (OBD-II) port *Ability to monitor vehicle location *Provide location-based vehicle dispatch support *Collect information on driver performance *Real time and historical reporting via secure, centralized portal *Ability to set up alerts based on customer devined parameters		
Installation & Set Up Costs				
Description	***minimum quantity of vehicles***	***cost per vehicle***	***Total Set Up Cost***	***OFFEROR NOTES*** Details of Installation and Set Up of customer's instance
Total One Time Cost for Installation, Set Up and Basic System Administrator Training	10	$0.00	$0.00	Installation, set up and basic training is included at no charge.
	100	$0.00	$0.00	Installation, set up and basic training is included at no charge.
	500	$0.00	$0.00	Installation, set up and basic training is included at no charge.
	1000	$0.00	$0.00	Installation, set up and basic training is included at no charge.
	5000	$0.00	$0.00	Installation, set up and basic training is included at no charge.
Total Installation and Set Up Cost			**$0.00**	
Installation & Set Up Requirements				
Description		***requirements***		
Installation, Set Up and Basic System Administrator Training		*Set up and configuration of customer's instance in provider's hosted environment. *install each device in vehicle and connect to OBD-II		

Scorable Cost	**$999,432.00**

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MA176 Wireless Voice, Data and Accessories Attachment C: Costsheet Category 3B: Mobile Device Management Costsheet				
VENDOR		T-Mobile USA, Inc.		
Monthly Recurring Cost				
Description	***minimum quantity of licenses***	***monthly fee***	***total annual cost*** *(qty x fee x 12)*	***OFFEROR NOTES*** Describe plan attributes and characteristics per the instructions*.
Basic Mobile Device Management cost per device	10	$4.00	$480.00	Provides IBM MaaS360 Essentials Suite
	100	$3.90	$4,680.00	Provides IBM MaaS360 Essentials Suite
	500	$3.80	$22,800.00	Provides IBM MaaS360 Essentials Suite
	1000	$3.70	$44,400.00	Provides IBM MaaS360 Essentials Suite
Total Annual Recurring Cost			**$72,360.00**	
Service Requirements				
Description		***requirements***		
Basic Mobile Device Management		*central control to enroll, configure, secure, monitor and manage all enrolled devices (ioS, Android, Blackberry, Windows) *Ability to confirgure and update devices over-the-air *Ability to push and update custom apps to devices over-the-air *Enforce security and compliance policies *Secure Mobile Access to corporate resources *Provide Secure Container for corporate apps and data on each device *Ability to remote wipe entire device and / or only apps and data in secure container		
Installation & Set Up Costs				
Description	***minimum quantity of licenses***		***Total Set Up Cost***	***OFFEROR NOTES*** Details of Installation and Set Up of customer's instance
Total One Time Cost for Installation, Set Up and Basic System Administrator Training	10		$299.00	
	100		$0.00	Installation for 100 lines and above is complementary
	500		$0.00	
	1000		$0.00	
Total Installation and Set Up Cost			**$299.00**	applies only to installation/deployment under 100 lines
Installation & Set Up Requirements				
Description		***requirements***		
Installation, Set Up and Basic System Administrator Training		*Set up and configuration of customer's instance in provider's hosted environment. *At least one remote meeting with customer's designated system administrator to complete set up and provide knowledge transfer.		

Scorable Cost	**$72,659.00**

Consultative Hourly Rate (this rate will be included in the contract)	$0.00

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MA176 Wireless Voice, Data and Accessories Attachment C: Costsheet Category 3B: Mobile Device Management Costsheet				
VENDOR		T-Mobile USA, Inc.		
Monthly Recurring Cost				
Description	***minimum quantity of licenses***	***monthly fee***	***total annual cost*** *(qty x fee x 12)*	***OFFEROR NOTES*** Describe plan attributes and characteristics per the instructions*.
Basic Mobile Device Management cost per device	10	$3.78	$453.60	Providees Vmware Workspace One Standard Annual charge only, monthly fee not available.
	100	$3.69	$4,422.60	Providees Vmware Workspace One Standard Annual charge only, monthly fee not available.
	500	$3.59	$21,546.00	Providees Vmware Workspace One Standard Annual charge only, monthly fee not available.
	1000	$3.50	$41,958.00	Providees Vmware Workspace One Standard Annual charge only, monthly fee not available.
Total Annual Recurring Cost			**$68,380.20**	
Service Requirements				
Description		***requirements***		
Basic Mobile Device Management		*central control to enroll, configure, secure, monitor and manage all enrolled devices (ioS, Android, Blackberry, Windows) *Ability to confirgure and update devices over-the-air *Ability to push and update custom apps to devices over-the-air *Enforce security and compliance policies *Secure Mobile Access to corporate resources *Provide Secure Container for corporate apps and data on each device *Ability to remote wipe entire device and / or only apps and data in secure container		
Installation & Set Up Costs				
Description	***minimum quantity of licenses***		***Total Set Up Cost***	***OFFEROR NOTES*** Details of Installation and Set Up of customer's instance
Total One Time Cost for Installation, Set Up and Basic System Administrator Training	10		$2,000.00	This is a one time setup cost for basic Vmware Workspace One. There is no additional fee for adding more lines
	100		$2,000.00	This is a one time setup cost for basic Vmware Workspace One. There is no additional fee for adding more lines
	500		$2,000.00	This is a one time setup cost for basic Vmware Workspace One. There is no additional fee for adding more lines
	1000		$2,000.00	This is a one time setup cost for basic Vmware Workspace One. There is no additional fee for adding more lines
Total Installation and Set Up Cost			**$2,000.00**	
Installation & Set Up Requirements				
Description		***requirements***		
Installation, Set Up and Basic System Administrator Training		*Set up and configuration of customer's instance in provider's hosted environment. *At least one remote meeting with customer's designated system administrator to complete set up and provide knowledge transfer.		

Scorable Cost	**$70,380.20**

Consutlative Hourly Rate (this rate will be included in the contract)	$0.00

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MA176 Wireless Voice, Data and Accessories Attachment C: Costsheet					
Award Category 3-B Costsheet					
Vendor Name:				T-Mobile USA, Inc.	
	Product Name	***Product Description***	***Characteristics of Product***	***Percentage Off Discount (%)****	***Notes***
	Message Archiving with Smarsh	Message Archiving of SMS,MMS, and RCS messages	Archives users SMS, MMS, and RCS messages		4%
				4%	

*The Offeror with the highest proposed minimum discount % (or Average disocunt off) for the given subcategory will receive 100% of the cost points possible for that service category. All other Offerors will receive a percentage of the cost points possible based on the percentage by which their proposed discount % is lower than the highest discount % in the given category. The formula to compute cost points is: (Proposed Discount % / Maximum Proposed Discount %) * Total Cost Points Available.

Consutlative Hourly Rate (this rate will be included in the contract)	$0.00

MA176-1 Wireless Voice, Data and Accessories Attachment C: Costsheet				
Category 3C: Mobile Integration Costsheet				
VENDOR		T-Mobile USA, Inc.		
Monthly Recurring Cost				
Description	***minimum quantity of licenses***	***monthly fee***	***total annual cost*** *(qty x fee x 12)*	***OFFEROR NOTES*** Describe plan attributes and characteristics per the instructions*.
Basic Mobile Integration cost per device	10	$23.50	$2,820.00	a. Cloud PBX Calling i. Direct Inward Dial/Direct Outward Dial to/from Business Phone Number ii. Direct Inward Dial/Direct Outward Dial to/from Business email address to Business email address iii. Personal Group Calling (existing and ad-hoc) 3-Way calling implemented through ad-hoc personal groups iv. Transfer (Blind, Consultative) v. Hold vi. Call Waiting vii. Call Waiting ID viii. Call Forward (All, No Answer, Busy, Selective) ix. Find Me Follow Me x. Do Not Disturb xi. Out of Office xii. Caller Name & Number xiii. Call Name &/or ID Block (outbound) xiv. Call pull xv. Voicemail xvi. Voicemail to text (300 sec)
	100	$23.50	$28,200.00	Same as above.
	500	$23.50	$141,000.00	Same as above.
	1000	$23.50	$282,000.00	Same as above.
Total Annual Recurring Cost			**$454,020.00**	

Service Requirements		
Description		***requirements***
Basic Mobile Integration		As a minimum, solutions meeting this criteria will provide: •Single Number Reach or the ability for a user to be reached at a single business telephone number. •Calls to that single telephone number would ring at both the user's desk phone or mobile device either through simultaneous and/or sequential ringing. • Single Voicemail Box for calls to that single business number.

Installation & Set Up Costs				
Description	***minimum quantity of licenses***		***Total Set Up Cost***	***OFFEROR NOTES*** Details of Installation and Set Up of customer's instance
Total One Time Cost for Installation, Set Up and Basic System Administrator Training	10		$0.00	Installation and Set up at no cost.
	100		$0.00	Installation and Set up at no cost.
	500		$0.00	Installation and Set up at no cost.
	1000		$0.00	Installation and Set up at no cost.
Total Installation and Set Up Cost			**$0.00**	

Installation & Set Up Requirements		
Description		***requirements***
Installation, Set Up and Basic System Administrator Training		*Set up and configuration of customer's mobile service with integration to wired service. *At least one remote meeting with customer's designated system administrator to complete set up and provide knowledge transfer.

Scorable Cost	**$454,020.00**

Consutlative Hourly Rate (this rate will be included in the	$0.00

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Attachment C - Cost Sheet

MA176 Wireless Voice, Data and Accessories Attachment C: Costsheet					
Award Category 3-D, E, F Costsheet					
Vendor Name:				Actsoft, Inc.	
	Product Name	***Product Description***	***Characteristics of Product***	***Percentage Off Discount (%)****	***Notes***
	Encore Classic	Workforce Management (WFM) – Management tools to dispatch and monitor employees/job status	Time & Attendance. Choice of 4 other prebuilt forms modules. Standard reports		
	Encore Essentials	Workforce Management (WFM) – Management tools to dispatch and monitor employees/job status	Time & Attendance. Choice of 500 other prebuilt forms modules. Ability to custtomize forms and reporting		
	Encore Ultimate	Workforce Management (WFM) – Management tools to dispatch and monitor employees/job status	Time & Attendance. Choice of 500 other prebuilt forms modules. Ability to custtomize forms and reporting. Scheduling & Dispatch. Adhoc Reporting. Access to APIs		
	Encore EVV	For Healthcare, EVV enables healthcare companies to comply with government regulations to document home visits and keep data secure.	Visit Verification. Visit Scheduling & Verification		
	Encore EVV+Time	For Healthcare, EVV enables healthcare companies to comply with government regulations to document home visits and keep data secure.	Time & Attendace. Visit Scheduling & Verification		
	Encore Classic Vault	Workforce Management (WFM) – Management tools to dispatch and monitor employees/job status with enhanced data security	Time & Attendance. Choice of 4 other prebuilt forms modules. Standard reports		
	Encore Essentials Vault	Workforce Management (WFM) – Management tools to dispatch and monitor employees/job status with enhanced data security	Time & Attendance. Choice of 500 other prebuilt forms modules. Ability to custtomize forms and reporting		
	Encore Ultimate Vault	Workforce Management (WFM) – Management tools to dispatch and monitor employees/job status with enhanced data security	Time & Attendance. Choice of 500 other prebuilt forms modules. Ability to custtomize forms and reporting. Scheduling & Dispatch. Adhoc Reporting. Access to APIs		
	Encore GPS Tracking	Continous GPS Tracking provides near real-time worker location and smarter scheduling	Add-on service to other product tiers		
				10%	

*The Offeror with the highest proposed minimum discount % (or Average disocunt off) for the given subcategory will receive 100% of the cost points possible for that service category. All other Offerors will receive a percentage of the cost points possible based on the percentage by which their proposed discount % is lower than the highest discount % in the given category. The formula to compute cost points is: (Proposed Discount % / Maximum Proposed Discount %) * Total Cost Points Available.

Consutlative Hourly Rate (this rate will be included in the contract)	$150.00

Attachment C - Cost Sheet

MA176 Wireless Voice, Data and Accessories Attachment C: Costsheet					
Award Category 3-D,E,F Costsheet					
Vendor Name:				doForms, Inc.	
	Product Name	***Product Description***	***Characteristics of Product***	***Percentage Off Discount (%)****	***Notes***
	doForms Standard	Standard doForms mobile forms	doForms standard mobile forms features		
	doForms Advanced	Standard + Workflow	Includes workflow, dispatch, GPS tracking, scheduling, etc...		
	doForms Premium	Advanced + Integration	Includes web services and integration (QuickBooks, Salesforce, SharePoint, SQL/Oracle, Access, Excel, etc..)		
	doForms Credits 5,000	5,000 doForms Credits	Credits for external form submissions		Additional option for 1,000 credits
				0.50%	

*The Offeror with the highest proposed minimum discount % (or Average disocunt off) for the given subcategory will receive 100% of the cost points possible for that service category. All other Offerors will receive a percentage of the cost points possible based on the percentage by which their proposed discount % is lower than the highest discount % in the given category. The formula to compute cost points is: (Proposed Discount % / Maximum Proposed Discount %) * Total Cost Points Available.

Consutlative Hourly Rate (this rate will be included in the contract)	$95 - $250 per hour depending upon resource (Developer, PM, PS, etc..)

Attachment C - Cost Sheet

MA176 Wireless Voice, Data and Accessories Attachment C: Costsheet					
Award Category 3-E, F Costsheet					
Vendor Name:	GoCanvas				
	Product Name	***Product Description***	***Characteristics of Product***	***Percentage Off Discount (%)****	***Notes***
	GoCanvas Mobile Forms Platform	Leading Mobile and cloud software platform alllowing organizations to modernize any outdated or paper based work process to be pubklished and carried out on a smartphone or tablet. Once digital, these enhanced business processes and workflows can better connect workers to the data they need as well as each other and empowers the business to make smarter decisions based on real data insights from the front-lines.	- Drag & drop, no-code app builder - Powerful PDF designer - Offline Access - Workflow & Dispatch - Custom Analytics - Unlimited Cloud Storage - Out-of-the-Box & Custom Intgerations - Industry Standard Encryption and Security - GDPR Compliant	4%	4% discount

*The Offeror with the highest proposed minimum discount % (or Average disocunt off) for the given subcategory will receive 100% of the cost points possible for that service category. All other Offerors will receive a percentage of the cost points possible based on the percentage by which their proposed discount % is lower than the highest discount % in the given category. The formula to compute cost points is: (Proposed Discount % / Maximum Proposed Discount %) * Total Cost Points Available.

Consutlative Hourly Rate (this rate will be included in the contract)	$0.00

Attachment C - Cost Sheet

MA176 Wireless Voice, Data and Accessories Attachment C: Costsheet					
Award Category 3-L Costsheet					
Vendor Name: Hitachi				T-Mobile USA Inc.	
	Product Name	*Product Description*	*Characteristics of Product*	*Percentage Off Discount (%)**	*Notes*
	myDevices Gateway - cellular enabled	LoRA WAN gateway	1 gateway + 1 license + data connectivity		
	myDevices Gateway - ethernet only	LoRA WAN gateway	1 gateway + 1 license		
	Temperature sensor	Temperature & Humidity sensor is a Long Range LoRaWAN Sensor. It includes a built-in SHT20 Temperature & Humidity sensor and has an external sensor connector to connect to external sensors such as Temperature Sensor, Soil Moisture Sensor, Tilting Sensor etc.	1 sensor + 1 license		
	3-button satisfaction survey	A simple 3 push button terminal that monitors in real time the average level of satisfaction, generates alerts when satisfaction is falling and records corrective actions taken by your agents. Collect information about your users and monitor the improvement in satisfaction and in your interventions' performance. The solution allows you to collect valuable data such as the time required for each intervention, their duration or the impact on satisfaction.	1 sensor + 1 license		
	2 button satisfaction survey	A simple 2 push button terminal that monitors in real time the average level of satisfaction, generates alerts when satisfaction is falling and records corrective actions taken by your agents. Collect information about your users and monitor the improvement in satisfaction and in your interventions' performance. The solution allows you to collect valuable data such as the time required for each intervention, their duration or the impact on satisfaction.	1 sensor + 1 license		
	Bluetooth beacon	The H2 beacon is one of your best choices for indoor navigation tracking solutions. It is based on a 2.4GHZ design, and boasts a waterproof level of IP67. In addition to broadcasting its own MAC address, the H2 beacon also broadcasts the strength of the Bluetooth signal, which is RSSI information.	1 sensor + 1 license		
	Global Sat push button	The GlobalSat LT-501 standard series is a RF Network tracker specifically designed for both indoor and outdoor monitoring on objects. It is compact, light, and easy to use. The device is also equipped with the rechargeable battery to provide basic power usage.	1 sensor + 1 license		
	Smart waste bin sensor	The Smart Waste Bin Detector sensor is designed for waste bin (trash bin) status detection. It detects full/empty, flame risk, inclined (fall) or not and etc. With LoRaWAN module, it transmits the status via gateway to networks server and application server. User can monitor the status remotely. With the application software, user can assign the collector resource work plan and route plan. Analyze task performance and find out solution to improve. Finally the objective of high efficiency , good environment, and low cost are achieved. As it is with algorithm of low power consumption, the internal battery can work for more than 5 years (at 4 hours interval upload intervals).	1 sensor + 1 license		
	Bob predictive maintenance sensor	The Bob Assistant predictive maintenance sensor by eolane learns quickly and well! It applies analysis algorithms embedded in the sensor to understand and monitor all of your equipment. Zero infra, zero wiring, zero configuration. To install Bob, simply place it on your equipment. Bob works independently for several years.	1 sensor + 1 license		
	Desk presense sensor	The Elsys ERS Desk is a LoRaWAN sensor for measuring desk occupancy. ERS Desk is designed to mount under the desk and senses when somebody is using the desk (standing/sitting).It can be used for dynamic workplace management, facility management and workplace statistics. The sensor also measures temperature humidity and light. ERS Desk is powered by two 3,6V AA lithium battery.	1 sensor + 1 license		
	Sound Sensor	The Elsys ERS Sound sensor is a LoRaWAN room sensor that measures indoor environment. ERS sound is enclosed in a room sensor box and is designed to be wall mounted. Inside the ERS you will find five internal sensors: Temperature sensor, humidity sensor, light sensor, Sound level sensor (peak and average) and a motion sensor (PIR). ERS sound is powered by two 3,6V AA lithium battery(ER14505).	1 sensor + 1 license		
	CO2 sensor	The Elsys ERS CO2 is a LoRaWAN room sensor that measures indoor environment. ERS CO2 is enclosed in an room sensor box and is designed to be wall mounted. Inside the ERS CO2 you will find five sensors: Temperature sensor, humidity sensor, light sensor, CO2 sensor and a motion sensor (PIR). The ERS CO2 is powered by two 3,6V AA lithium battery.	1 sensor + 1 license		
	Room Occupancy Sensor	The Elsys ERS Eye is a LoRaWAN sensor for room occupancy detection. ERS Eye is designed to be mounted on the ceiling and senses when somebody is using the room (standing/sitting). It can be used for dynamic workplace management, facility management and workplace statistics. The sensor also measures temperature, humidity and light. ERS Eye is powered by two 3,6V AA lithium battery.	1 sensor + 1 license		
	Smoke and Heat sensor	The LS-134 is an M2M/IoT station that is LoRaWAN™ compliant for smoke and heat detectors that save lives by LoRa® every day. These small but effective devices are a vital fire safety early warning system, in both the workplace and the home.	1 sensor + 1 license		
	Industrial temperature and humidiy sensor with probe	The Ideotron industrial temperature and relative humidity sensor can be used for a variety of applications and comes equipped with a temperature probe. Its IP67 enclosure is waterproof, making it ideal for walk-in refrigerators and freezers.	1 sensor + 1 license		
	Indoor window and door sensor	Netvox's wireless door/window sensor utilizes a magnetic switch to detect when a door or window is opened. Ideal for areas where access needs to be monitored, the wireless sensor sends an alert message to a centralised monitoring system via the LoRaWAN protocol when a window or door is opened.	1 sensor + 1 license		
	Occupancy, temperature and light sensor	Netvox's wireless occupancy, temperature and light sensor reports temperature and illumination status values over the LoRaWAN network at pre-arranged intervals. In addition to this the infrared occupancy sensor will alert to real-time movement once the sensor is triggered to report occupied status of the area.	1 sensor + 1 license		
	Rodent traps with sensor	When you're dealing with a rodent problem, there's plenty of frustrations to deal with – remembering to constantly check your traps shouldn't be one of them. With the Victor Smart-Kill Electronic Mouse/Rat Trap, you can get updates from your trap no matter where you are! This innovative Wi-Fi-enabled trap pairs with an app on your smartphone or other mobile device and sends a notification to alert you of a catch, letting you know when it's time to empty the trap without having to check.	1 sensor + 1 license		
	People Counter sensor	The Irisys Vector 4D AI is the most advanced people counter in the world with 100% count accuracy. Impressive features such as passive staff detection, dwell time measuring and the ability to connect multiple units to cover wide openings enable this IoT device to help smart businesses go beyond people counting and optimize the customer experience. And it does all this anonymously, protecting customer and staff privacy!	1 sensor + 1 license		
				10%	

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Consultative Hourly Rate (this rate will be included in the contract)	$150 per hour, $500 minium

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CA1862 Wireless Voice, Data and Accessories
Attachment G: Plan Coverage
Offer document is intended to cover ONE plan only
Carrier lists every plan and feature available under the NASPO ValuePoint contract, and provides full details of the plan or feature
Fill in each column for each plan or feature included. Enter "not applicable" or "N/A" for any column that does not apply to a specific plan or feature.
Plans must list only ONE voice option/plan. Attachment C are to be entered on this attachment.

Plan # or Feature #	Plan or Feature Description	Monthly Cost Before Discount	Discount Percentage	NASPO ValuePoint Monthly Cost (net of discount)	One time Cost Amount	Description of One Time Cost	Details of Plan: Voice: anytime minutes included	Voice: nights / weekend minutes included	Voice: provider to provider minutes included	Voice: voice overage - any time	Voice: cost per minute overage - night / weekend	Voice: cost per minute overage - provider to provider	Voice: Pooled	Data: measurement for billing	Data: qty included	Data: Overbilles after how much monthly usage	Data: Pooled	Data: average unit measurement?	Data: overage cost per unit	Data: network?	Messaging: Qty SMS included	Messaging: Qty MMS included	Messaging: Pooled	Messaging: cost per SMS over	Messaging: cost per MMS over	Subsidized Device	Equipment: Equipment Requirements	Details of Add-On Features: description of unit	Details of Add-On Features: qty of units included	Details of Add-On Features: units of overage	Details of Add-On Features: cost per unit of overage	Details of Add-On Features: data network?	Overbilles after how much monthly usage	Plan or Feature Rules & Restrictions	Available to new Users Currently
1GLBDZ	Add-on: 1 GB Data for Simple Choice	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Smartphones	GB data	Unlimited	N/A	N/A	High-speed	0GB	•Unlimited data; Speeds slow at 10GB allotment. •Smartphone Mobile Hotspot. Speeds slow at 15GB allotment. •Data Stash opt-in @ 25GD •Binge On optimized video •Domestic data roaming •Music Freedom •For Smartphones and BBB devices only.	Yes
2SIMEMSMTA	Add-On: 2GB data for Simple Choice	$8.00	100%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	2GB	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	No	Smartphone	4G LTE Data	2GB	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	2GB	•Unlimited Data with 2 GB high-speed •Smartphone Mobile Hotspot. Speeds slow at GB allotment •Domestic data roaming	Yes
6GBDZ	Add-on: 6GB Data for Simple Choice	$15.00	0%	$15.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Smartphones	GB data	Unlimited	N/A	N/A	High-speed	6GB	•Unlimited data; Speeds slow at 6GD allotment. •Smartphone Mobile Hotspot. Speeds slow at 6GB allotment. •Binge On optimized video •Binge On optimized video •Domestic data roaming •Music Freedom •For Smartphones and BBSB devices only.	Yes
No Data'4	Add-On: No Data Service	$0.00	100%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Smartphone	No Data Service	N/A	N/A	N/A	N/A	N/A	•No Data feature for Government Unlimited for Phones Subsidy version 1.4 plans or Government Unlimited plans	Yes
GDVLYFLUS	Add-on: T-Mobile ONE Plus (Smartphone)	$25.00	0%	$15.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Smartphones	Add-On to T-Mobile ONE Voice	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	•Unlimited 4G LTE device data •50GB 4G LTE mobile hotspot •Unlimited 5G mobile hotspot after 28GB (up to 480Kbps) •Unlimited HD streaming passes (must be activated) •Simple Global – Unlimited 2G data at 2x speeds in 210+ destinations (up to 256Kbps) •Mobile Without Borders—5GD 4G LTE device data in Mexico & Canada •Unlimited Gogo Inflight Wi-Fi (unlimited flights/sessions) •Name ID •Voicemail to Text •Unlimited domestic data roaming	Yes
CLPSU1GU	Add-on: T-Mobile ONE Plus (Smartphone) ONSI+ONSI Plus	$8.00	0%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Smartphones	Add-On to T-Mobile ONE w/ONSI Plus Voice	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	•Unlimited 4G LTE device data •50GB 4G LTE mobile hotspot •Unlimited 5G mobile hotspot after 28GB (up to 480Kbps) •Unlimited HD streaming passes (must be activated) •Simple Global – Unlimited 2G data at 2x speeds in 210+ destinations (up to 256Kbps) •Mobile Without Borders—5GD 4G LTE device data in Mexico & Canada •Unlimited Gogo Inflight Wi-Fi (unlimited flights/sessions) •Name ID •Voicemail to Text •Unlimited domestic data roaming	Yes
CLPSUSHH	Add-on: T-Mobile ONE Plus Government (Tablet)	$15.00	10%	$12.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Tablets	Add-on to T-Mobile ONE Tablet for Government	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	•Unlimited 4G LTE device data •50GB 4G LTE mobile hotspot •Unlimited 5G mobile hotspot after 28GB (up to 480Kbps) •Simple Global – Unlimited 2G data at 2x speeds in 210+ destinations (up to 256Kbps) •Mobile Without Borders—5GD 4G LTE device data in Mexico & Canada •Unlimited domestic data roaming	Yes
G7MSDMT	Add-on: T-Mobile ONE Unlimited Data	$8.00	0%	$0.80	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Smartphones	Add-on to T-Mobile ONE Voice	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	•Unlimited 4G LTE device data •1GB Smartphone Mobile Hotspot @512Kbps •Unlimited video streaming at 480p •Stage In-Flight 1 Hour (unlimited flights) •Unlimited domestic data roaming	Yes
G7MUPLHX	Add-on: T-Mobile ONE Tablet for Government	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Tablet	Add-on to T-Mobile ONE Tablet for Government	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	•Unlimited 4G LTE device data •1GB 4G LTE 5G hotSpDots Mobile Hotspot (3G speeds after that) •Unlimited HD video streaming (must be activated via T-Mobile app or My T-Mobile) •2G faster Simple Global data roaming (up to 256Kbps) •Unlimited domestic data roaming •ONE Plus Voice also includes the following: •Stage In-Flight 1 Unlimited flights/sessions) •Name ID •Voicemail to Text	Yes
G7MUSPLS2	Add-on: T-Mobile ONE Plus Voice for Government	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Smartphones	Add-on to T-Mobile+ONE Voice for Government	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	•Unlimited 4G LTE device data •1GB 4G LTE 5G hotSpDots Mobile Hotspot (3G speeds after that) •Unlimited HD video streaming (must be activated via T-Mobile app or My T-Mobile) •2G faster Simple Global data roaming (up to 256Kbps) •Unlimited domestic data roaming •ONE Plus Voice also includes the following: •Stage In-Flight 1 Unlimited flights/sessions) •Name ID •Voicemail to Text	Yes
1TV1G06M	IOC SC 5YRL M 10GB	$60.00	0%	$48.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	10GB	N/A	Yes	GB	$5.00	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •Simple Global •Mobile Without Borders •Stateside International Unlimited Texting •Smartphone Mobile Hotspot (up to full cost amount; regular per GB charge after) •Limited Domestic data roaming •Music Freedom (on any line participating in the data pool) •Business Customer Service •$5 per GB additional for data over their pool allotment •$3 hybrid BAN Discount	Yes
1TV1H08M	IOC SC 5YRL M 14GB	$65.00	0%	$49.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	14GB	N/A	Yes	GB	$5.00	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •Simple Global •Mobile Without Borders •Stateside International Unlimited Texting •Smartphone Mobile Hotspot (up to full cost amount; regular per GB charge after) •Limited Domestic data roaming •Music Freedom (on any line participating in the data pool) •Business Customer Service •$5 per GB additional for data over their pool allotment •$3 hybrid BAN Discount	Yes
1TV1O08M	IOC SC 5YRL M 25B	$20.00	0%	$28.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	25B	N/A	Yes	GB	$5.00	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •Simple Global •Mobile Without Borders •Stateside International Unlimited Texting •Smartphone Mobile Hotspot (up to full cost amount; regular per GB charge after) •Limited Domestic data roaming •Music Freedom (on any line participating in the data pool) •Business Customer Service •$5 per GB additional for data over their pool allotment •$3 hybrid BAN Discount	Yes
1TV1R08M	IOC SC 5YRL M 100GB	$135.00	0%	$135.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	100GB	N/A	Yes	GB	$5.00	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •Simple Global •Mobile Without Borders •Stateside International Unlimited Texting •Smartphone Mobile Hotspot (up to full cost amount; regular per GB charge after) •Limited Domestic data roaming •Music Freedom (on any line participating in the data pool) •Business Customer Service •$5 per GB additional for data over their pool allotment •$3 hybrid BAN Discount	Yes
1TV4G08M	IOC SC 5YRL M 6GB	$35.00	0%	$35.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	6GB	N/A	Yes	GB	$5.00	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •Simple Global •Mobile Without Borders •Stateside International Unlimited Texting •Smartphone Mobile Hotspot (up to full cost amount; regular per GB charge after) •Limited Domestic data roaming •Music Freedom (on any line participating in the data pool) •Business Customer Service •$5 per GB additional for data over their pool allotment •$3 hybrid BAN Discount	Yes
CDHLYKBBG	GOV Classic BSBBS LNL DOP	$60.00	0%	$48.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	N/A	N/A	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	N/A	No	BlackBerry 8XL/8BS	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data (No speed reduction) •Unlimited Domestic Calling •50B of Smartphone Mobile Hotspot (DSHKB) •BKMBS down once the BMBS bucket limit has been reached •No domestic roaming for BMBS •Domestic roaming •Name ID •Simple Global •Stateside International Unlimited Text Messaging •Includes personal and corporate email, but excludes BBID •Plans are voice barred	Yes
VUXLUMB6Q	Government Simple Choice Mobile Internet Unlimited	$35.00	100%	$29.40	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	N/A	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	N/A	No	Tablets, Wi-Fi hotspots and data sticks only	N/A	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data (Not subject to de-prioritization) •Unlimited Domestic Calling •Smartphone Mobile Hotspot •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Music Freedom	Yes
TBD	Int' 10GB	$80.00	0%	$68.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	10GB	N/A	MB	$0.01		N/A	N/A	N/A	N/A	N/A	N/A	N/A	Int'	N/A	N/A	N/A	N/A	N/A	N/A	Int' 10MB	Yes
TBD	Int' 10MB	$1.00	0%	$1.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	10MB	N/A	MB	$0.01		N/A	N/A	N/A	N/A	N/A	N/A	N/A	Int'	N/A	N/A	N/A	N/A	N/A	N/A	Int' 10MB	Yes
TBD	Int' 1GB Failover	$7.00	0%	$7.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	1GB	N/A	MB	$0.007		N/A	N/A	N/A	N/A	N/A	N/A	N/A	Int'	N/A	N/A	N/A	N/A	N/A	N/A	Int' 1GB Failover	Yes
TBD	Int' 1GB Standard	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	1GB	N/A	MB	$0.01		N/A	N/A	N/A	N/A	N/A	N/A	N/A	Int'	N/A	N/A	N/A	N/A	N/A	N/A	Int' 1GB Standard	Yes
TBD	Int' 1MB	$0.60	0%	$0.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	1MB	N/A	MB	$0.025		N/A	N/A	N/A	N/A	N/A	N/A	N/A	Int'	N/A	N/A	N/A	N/A	N/A	N/A	Int' 1MB	Yes
TBD	Int' 3GB	$27.00	0%	$27.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	3GB	N/A	MB	$0.01		N/A	N/A	N/A	N/A	N/A	N/A	N/A	Int'	N/A	N/A	N/A	N/A	N/A	N/A	Int' 3GB	Yes
TBD	Int' 5GB	$45.00	0%	$45.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	5GB	N/A	MB	$0.01		N/A	N/A	N/A	N/A	N/A	N/A	N/A	Int'	N/A	N/A	N/A	N/A	N/A	N/A	Int'l 5GB	Yes
2M2M12BKT	Machine to Machine 128Kbps with Text	$5.00	0%	$5.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	Unlimited	No	N/A	N/A	128 kbps speeds	500	N/A	No	N/A	N/A	N/A	No	M2M	N/A	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data •Voice barred •400 SMS (When the bucket is used, No more SMS can be sent.) •DOMG domestic data roaming	Yes
2M2M512KT	Machine to Machine 512Kbps with Text	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	Unlimited	No	N/A	N/A	512 kbps speeds	500	N/A	No	N/A	N/A	N/A	No	M2M	N/A	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data •Voice barred •400 SMS (When the bucket is used, No more SMS can be sent.) •DOMG domestic data roaming	Yes

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ZNAMI2GB	Simple Choice Mobile Internet Business 2GB	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	2GB	No	N/A	N/A	4G LTE	Unlimited	Unlimited	No	N/A	N/A	No	Tablets, Wi-Fi hotspots and data sticks only	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data (speeds slow at 2GB allotment) •Unlimited messaging •Smartphone Mobile Hotspot (speeds slow at 2GB allotment) •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Music Freedom	Yes
GSYNCFLTE	SyncUP FLEET Government	$15.00	16%	$12.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	Unlimited	No	N/A	N/A	512 kbps speeds	Unlimited	N/A	No	N/A	N/A	No	SyncUP FLEETs	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited Data (512 kbps speed) •Unlimited SMS •Canada and Mexico roaming (all other Simple Global countries blocked) •Mobile Without Borders •Unlimited domestic roaming •Device is eligible for EIP •PHP available •Tethering is disabled •Voice barred •No HD video •No data passes	Yes
GTM1TAB	T-Mobile ONE Tablet for Government	$23.50	16%	$19.74	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	Unlimited	N/A	N/A	N/A	4G LTE	Unlimited	Unlimited	No	N/A	N/A	No	Tablets	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging and high-speed data •1GB of 4G LTE Smartphone Mobile Hotspot (reduced to 3G after the bucket is used) •Simple Global •Optimized video streaming at 480p •Stateside International Unlimited Texting •Mobile Without Borders •Domestic data roaming	Yes
GOVUTTP6	GOV SC UNL T&T 6 lines incl.	$120.00	16%	$100.80	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Text Messaging	Yes
SCVUTTGOV	GOV Simple Choice VAL UNLT&T	$50.00	16%	$42.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Text Messaging	Yes
SCVPUTTG6	GOV SmpCh Val UnlTT Pool 6+	$120.00	16%	$100.80	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Text Messaging •6+ lines	Yes
ZNATTU12	Simple Choice Voice (13 lines)	$195.00	16%	$163.80	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Business Customer Service	Yes
GTM1PS100	T-Mobile ONE for Government	$29.00	16%	$24.36	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	No	KBs	Unlimited	N/A	No	N/A	N/A	4G LTE	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes, messaging, and high-speed data •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders	Yes
G1PLSALL	T-Mobile ONE w/ ONE Plus Government 2+ lines	$176.00	16%	$147.84	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	No	Kbs	Unlimited	Unlimited	No	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes, messaging, and high-speed data •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Must add $0 ONE Plus to each line to receive all benefits	Yes
GOVW500MB	GOV Wearable 500MB Separate#	$10.00	16%	$8.40	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	500MB	No	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Any wearable devices sold by T-Mobile	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes & messaging •Unlimited data with 500MB high-speed. Speeds slow after 500MB •Smartphone Mobile Hotspot. Speeds slow at MB allotment •Simple Global •Stateside International Unlimited Texting •Music Freedom •Limited domestic data roaming	Yes
ZNA100GST	Simple Choice 100GB Pooled Data North America (first 10 lines)	$150.00	15%	$127.50	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	GB	100GB	N/A	Yes	GB	$4.25	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Music Freedom(on any line participating in the data pool) •Smartphone Mobile Hotspot(up to full pool amount; regular per GB charge after) •Mobile Without Borders •Business Customer Service •$4.25 per GB •10 line minimum	Yes
ZNA2GBST	Simple Choice 2GB Pooled Data North America (first 10 lines)	$150.00	15%	$127.50	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	GB	2GB	N/A	Yes	GB	$5.00	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Music Freedom (on any line participating in the data pool) •Smartphone Mobile Hotspot (up to full pool amount; regular per GB charge after) •Mobile Without Borders •Business Customer Service •$5 per GB •10 line minimum	Yes
ZNA30GBST	Simple Choice 30GB Pooled Data North America (first 10 lines)	$150.00	15%	$127.50	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	GB	30GB	N/A	Yes	GB	$4.50	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Music Freedom(on any line participating in the data pool) •Smartphone Mobile Hotspot(up to full pool amount; regular per GB charge after) •Mobile Without Borders •Business Customer Service •$4.50 per GB •10 line minimum	Yes
ZNAMI6GB	Simple Choice 6GB Mobile Internet w/ Data Stash & SMHS	$25.00	0%	$25.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	6GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data (speeds slow at 6GB allotment) •Unlimited messaging •Smartphone Mobile Hotspot (speeds slow at 6GB allotment) •Data Stash up to 20GB •Binge On optimized video (free streaming for 6GB & higher plans only) •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Music Freedom	Yes
ZADDUT15	Simple Choice Unlimited Talk, Text & Data - AAL	$15.00	16%	$12.60	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	Add a line to ZNATTU12	Yes
ZNATTU10	Simple Choice Voice (10 line)	$150.00	16%	$126.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Business Customer Service	Yes
ZNATTU2	Simple Choice Voice (2 lines)	$80.00	16%	$67.20	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Business Customer Service	Yes
ZADDUT10	Simple Choice Voice (3-12 lines) - AAL	$10.00	16%	$8.40	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	Add a line to ZNATTU2	Yes
G1PLSADD	T-Mobile ONE w/ One Plus Government - AAL	$29.00	16%	$24.36	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	Add a line to G1PLSALL	Yes
GSYNCFLET	SyncUP FLEET Government TI	$15.00	16%	$12.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	2GB	N/A	N/A	N/A	512 kbps speeds	N/A	N/A	N/A	N/A	N/A	No	SyncUP FLEETs	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited Data (512 kbps speed) •Unlimited SMS •Canada and Mexico roaming (all other Simple Global countries blocked) •Mobile Without Borders •Unlimited domestic roaming •Tethering is disabled •Voice barred •No HD video •No data passes	Yes
BZPMRV0	B2B $0 Per Min Rate Plan	$0.00	0%	$0.00	N/A	N/A	$0.05	$0.05	$0.05	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$0.20	$0.20	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•$0.05 per minute •$0.20 per message	No
B2BPMRV5	B2B Per Min Rate Plan	$5.00	0%	$5.00	N/A	N/A	$0.05	$0.05	$0.05	N/A	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$0.20	$0.20	No	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•$0.05 per minute •$0.20 per message	No
PMR500	Talk Per Minute Rating 500	$4.99	0%	$4.99	N/A	N/A	$0.05	$0.05	$0.05	N/A	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$0.20	$0.20	No	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	Minimum 500 lines	No
PMR500CH0	Voice Per Minute Rating	$0.00	0%	$0.00	N/A	N/A	$0.05	$0.05	$0.05	N/A	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$0.20	$0.20	No	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	Minimum 500 lines	No
WSCAPMR	Voice Per Minute Rating	$0.00	0%	$0.00	N/A	N/A	$0.08	$0.08	$0.08	N/A	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$0.20	$0.20	No	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A		No
B2B100AP	B2B Single Line Voice 100 min	$14.99	0%	$14.99	N/A	N/A	100	Unlimited	Unlimited	$0.10	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	400	N/A	No	$0.20	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	•Allotted Whenever minutes •400 Text Messages •Unlimited Nights & Weekends •Unlimited Mobile to Mobile •Unlimited Call Forwarding •24 month service agreement required for new activations.	No
SCV100STB	BIZ SmpChVAL 100minUnlTxt+D	$5.00	0%	$5.00	N/A	N/A	100	Unlimited	Unlimited	$0.25	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•100 minutes (voice overage charge of $0.25 per minute) •Unlimited Nights and Weekends •Unlimited T-Mobile to T-Mobile •Unlimited messaging •International roaming included. •Unlimited international text included.	No
B2B300AP	B2B Single Line Voice 300 min	$21.99	0%	$21.99	N/A	N/A	300	Unlimited	Unlimited	$0.10	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	400	N/A	No	$0.20	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Allotted Whenever minutes •400 Text Messages •Unlimited Nights & Weekends •Unlimited Mobile to Mobile •Unlimited Call Forwarding •Overage: Talk: $0.10/minute (including voicemail access) Text: $0.20/msg Web: Based on data feature	No
CLS300STB	BIZClassic300minUnlText+D	$30.00	0%	$30.00	N/A	N/A	300	Unlimited	Unlimited	$0.25	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•300 minutes (voice overage charge of $0.25 per minute) •Unlimited Nights and Weekends •Unlimited T-Mobile to T-Mobile •Unlimited messaging •International roaming included •Unlimited international text included	No
SCV300STB	Stackable 300 Minutes and Unlimited Text	$10.00	0%	$10.00	N/A	N/A	300	Unlimited	Unlimited	$0.25	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Phones, Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	Voice and messages only. Data Not included.	No
PC500T	Even More 500	$39.99	0%	$39.99	N/A	N/A	500	Unlimited	Unlimited	N/A	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	• 500 nationwide minutes • Unlimited nights and weekends • Unlimited T-Mobile to T-Mobile • 24 month service agreement for new activations	No
B2B600AP	B2B Single Line Voice 600 min	$26.99	0%	$26.99	N/A	N/A	600	Unlimited	Unlimited	$0.10	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	400	N/A	No	$0.20	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Allotted Whenever minutes •400 Text Messages •Unlimited Nights & Weekends •Unlimited Mobile to Mobile •Unlimited Call Forwarding •Overage: Talk: $0.10/minute (including voicemail access) Text: $0.20/msg Web: Based on data feature	No

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C1268073	6GCloud208Int,mText+3	$35.00	0%	$35.00	N/A	N/A	680	Unlimited	Unlimited	58.25	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	• 680 minutes (voice overage charge of $0.15 per minute) • Unlimited Nights and Weekends • Unlimited T-Mobile to T-Mobile • Unlimited messaging • International roaming included • Unlimited international text included	No
SC1603978	Stackable 600 Minutes and Unlimited Text	$35.00	0%	$35.00	N/A	N/A	680	Unlimited	Unlimited	58.25	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Phones, Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Voice and messages only. Data Not Included	No
INW1008376	1080 Minutes N / W	$39.99	0%	$39.99	N/A	N/A	1800	Unlimited	Unlimited	N/A	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	• 1080 Minutes Shared • Unlimited Weekends • Unlimited Nights • 24 month contract agreement required	No
IT118076	Family Time 1800	$49.99	0%	$49.99	N/A	N/A	1800	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	• 1800 Minutes Shared • Unlimited Weekends to Mobile	No
ITNT118004	FaceTime Unl Min 1800	$69.99	0%	$69.99	N/A	N/A	1800	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	• 1800 Minutes Shared • Unlimited Weekends Shared Unlimited Nights Shared • Unlimited Whenever T-Mobile to T-Mobile Shared • With Overage Alerts	No
ITNT118004	FaceTime Unl Min 1800	$69.99	0%	$69.99	N/A	N/A	1800	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	• 1800 Minutes Shared • Unlimited Weekends Shared Unlimited Nights Shared • Unlimited Whenever T-Mobile to T-Mobile Shared • Without overage alerts	No
ITNT119004	FaceTime Unl Min 700	$59.99	0%	$59.99	N/A	N/A	1800	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	• 700 Whenever Minutes Shared • Unlimited Weekends Shared • Unlimited Nights Shared • Unlimited Whenever T-Mobile to T-Mobile Shared • Without overage alerts	No
ENTV5	Business Enterprise Pooling 5,000	$250.00/month (First 5 lines) $9.99/month (each line after 5)	0%	$250.00/month (First 5 lines) $9.99/month (each line after 5)	N/A	N/A	5,000	Unlimited	Unlimited	58.25	N/A	N/A	Yes	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	58.30	58.30	No	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	• Minimum 2 lines required • 1 year service agreement required for new activations.	No
ENTV10	Business Enterprise Pooling 10,000	$500.00/month (First 10 lines) $9.99/month (each line after 5)	0%	$580.00/month (first 18 lines) $9.99/month (each line after 5)	N/A	N/A	10,000	Unlimited	Unlimited	58.25	N/A	N/A	Yes	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	58.30	58.30	No	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	• Minimum 2 lines required • 1 year service agreement required for new activations.	No
ENTV20	Business Enterprise Pooling 20,000	$1,000.00/month (first 20 lines) $9.99/month (each line after 5)	0%	$1,800.00/month (first 30 lines) $9.99/month (each line after 5)	N/A	N/A	20,000	Unlimited	Unlimited	58.25	N/A	N/A	Yes	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	58.30	58.30	No	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	• Minimum 2 lines required • 1 year service agreement required for new activations.	No
ENTV25	Business Enterprise Pooling 25,000	$1,338.00/month (first 25 lines) $9.99/month (each line after 5)	0%	$1,200.00/month (first 25 lines) $9.99/month (each line after 5)	N/A	N/A	25,000	Unlimited	Unlimited	58.25	N/A	N/A	Yes	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	58.30	58.30	No	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	• Minimum 2 lines required • 1 year service agreement required for new activations.	No
ENTV50	Business Enterprise Pooling 50,000	$2,500.00/month (first 50 lines) $9.99/month (each line after 5)	0%	$2,500.00/month (first 50 lines) $9.99/month (each line after 5)	N/A	N/A	50,000	Unlimited	Unlimited	58.30	N/A	N/A	Yes	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	58.30	58.30	No	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	• Minimum 2 lines required • 1 year service agreement required for new activations.	No
ZSIGFSAK	DIGITS Apple Watch @Work	$35.00	0%	$35.00	N/A	N/A	Based on primary line	Based on primary line	Based on primary line	Based on primary line	Based on primary line	Based on primary line	Based on primary line	Based on primary line	Based on primary line	10x	Unlimited	N/A	N/A	N/A	N/A	N/A	Based on primary line	Based on primary line	Based on primary line	Based on primary line	Based on primary line	No	Apple Watch	N/A	N/A	N/A	N/A	N/A	N/A	N/A	• Mother new line with the same MSISDN as your existing line for calls and messages • Unlimited and messaging based on primary line's plan. • Unlimited 4G LTE data for the Apple Watch. • Designed exclusively for Apple Watch series 1 & 2. • Tax Inclusive	No
ZSIGFSAKC	DIGITS Apple Watch @Work 72	$35.00	0%	$35.00	N/A	N/A	Based on primary line	Based on primary line	Based on primary line	Based on primary line	Based on primary line	Based on primary line	Based on primary line	Based on primary line	Based on primary line	40x	Unlimited	N/A	N/A	N/A	N/A	N/A	Based on primary line	Based on primary line	Based on primary line	Based on primary line	Based on primary line	No	Apple Watch	N/A	N/A	N/A	N/A	N/A	N/A	N/A	• Mother new line with the same MSISDN as your existing line for calls and messages • Minutes and messaging based on primary line's plan. • Unlimited 4G LTE data for the Apple Watch. • Designed exclusively for Apple Watch series 1 & 2. • Tax Inclusive	No
Z1166MSTC	1166 SC Pooled Stand Alone Mi	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	10k	1166	1166	Yes	GB	$0.08	4G/LTE/3G/EDGE/WIFI+	N/A	N/A	N/A	N/A	N/A	No	T-SMS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited messaging • Simple Global • Nationwide International Unlimited Texting • Music Freedom (on any line participating in the data pool) • Smartphone Mobile Hotspot (up to full pool amount, regular per GB charge after) • Unlimited Domestic data roaming included • Business Customer Service • $5 per additional GB for data over their pool allotment	No
6GBMMS85	1GB MaxxMMoreData 6p 6e 1GB	$50.00	0%	$50.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	10k	Unlimited	1GB	Yes	GB	$10.00	4G/LTE/3G/EDGE/WIFI+	Unlimited	Unlimited	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited data. Speeds slow at 1GB allotment • Unlimited messaging • Smartphone Mobile Hotspot. Speeds slow at 1GB allotment • Binge On optimized video • Unlimited Music Streaming • Simple Global • Complete International Unlimited Texting • Mobile Without Borders • Unlimited domestic data roaming	No
1GB2GOV	1GB 2GB 4G w/Overage	$24.99	0%	$24.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	10x	250	N/A	Yes	MB	$0.03	3G/EDGE/CHSPA+	2GB	N/A	No	N/A	N/A	Yes	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	• 24 month contract required for new activations. • $200 early termination fee	No
1GBOF10AA	1GB HF 10GB Overage Free	$67.99	0%	$67.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	40x	Unlimited	10GB	Yes	No	N/A	4G/LTE/3G/CHSPA+	10GB	N/A	No	N/A	N/A	N/A	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	• 24 month contract required for new activations. • $200 early termination fee	No
1GBOF15AA	1GB HF 15GB Overage Free	$77.99	0%	$77.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	40x	Unlimited	15GB	Yes	No	N/A	4G/LTE/3G/CHSPA+	15GB	N/A	No	N/A	N/A	N/A	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	• 24 month contract required for new activations. • $200 early termination fee	No
1GB2GOVA	1GB HF 2GB w/Overage	$24.99	0%	$24.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	10x	2GB	N/A	No	MB	$0.03	4G/3GB/CHSPA+	2GB	N/A	No	N/A	N/A	Yes	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	• 24 month contract required for new activations. • $200 early termination fee	No
1GBOF10GA	1GB HF 100MB Overage Free	$24.99	0%	$24.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	10k	Unlimited	100MB	No	No	N/A	4G/3GB/CHSPA+	100MB	N/A	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	• 24 month contract required for new activations. • $25 early termination fee	No
1GBOF10GA	1GB HF 10GB Overage Free	$41.99	0%	$42.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	40x	Unlimited	10GB	Yes	No	N/A	4G/3GB/CHSPA+	10GB	N/A	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	• 24 month contract required for new activations. • $200 early termination fee	No
1GBOF2GS	1GB Vol 2GB HH Overage Free	$32.99	0%	$32.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	40x	250	N/A	Yes	MB	N/A	4G/EDGE/CHSPA+	2GB	N/A	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	• 24 month contract required for new activations. • $200 early termination fee	No
1GBOF5GSV	1GB Vol 5GB HH w/Overage	$39.99	0%	$39.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	40x	500	N/A	Yes	MB	$0.02	3G/EDGE/CHSPA+	5GB	N/A	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	• 24 month contract required for new activations. • $200 early termination fee	No
1GBOF500A	1GB Vol MI 500MB w/Overage	$34.99	0%	$34.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	40x	500MB	N/A	No	MB	$0.18	3G/EDGE/CHSPA+	500MB	N/A	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	• 24 month contract required for new activations. • $200 early termination fee	No
C1248SUS9	5GC CLS 99 15GB	$80.00	16%	$67.20	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	40x	Unlimited	15GB	No	N/A	N/A	4G/LTE/3G/EDGE/WIFI+	Unlimited	Unlimited	No	N/A	N/A	Yes	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited messaging • Unlimited data with speed reduction once allotment is reached. • International roaming at No additional charge. Refer to Simple Global for details. • Unlimited international text messaging at No additional charge. See Stateside International. Postpaid.No complete details. • $200 Early termination fee • New activations may need a 24-month service agreement.	No
5GBMBSC2	5GC CLS 99 1GB	$30.00	16%	$25.20	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	40x	Unlimited	1GB	Yes	N/A	N/A	4G/LTE/3G/EDGE/WIFI+	Unlimited	Unlimited	No	N/A	N/A	Yes	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited messaging • Unlimited data with speed reduction once allotment is reached. • International roaming at No additional charge. Refer to Simple Global for details. • Unlimited international text messaging at No additional charge. See Stateside International. Postpaid.No complete details. • $200 Early termination fee • New activations may need a 24-month service agreement.	No
C1248SUS9	5GC CLS 99 3GB	$60.00	16%	$50.40	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	40x	Unlimited	3GB	Yes	N/A	N/A	4G/LTE/3G/EDGE/WIFI+	Unlimited	Unlimited	No	N/A	N/A	Yes	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited messaging • Unlimited data with speed reduction once allotment is reached. • International roaming at No additional charge. Refer to Simple Global for details. • Unlimited international text messaging at No additional charge. See Stateside International. Postpaid.No complete details. • $200 Early termination fee • New activations may need a 24-month service agreement.	No
C1248SBB1B	5GC CLS 99 5GB	$50.00	16%	$42.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	40x	Unlimited	5GB	No	N/A	N/A	4G/LTE/3G/EDGE/WIFI+	Unlimited	Unlimited	No	N/A	N/A	Yes	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited messaging • Unlimited data with speed reduction once allotment is reached. • International roaming at No additional charge. Refer to Simple Global for details. • Unlimited international text messaging at No additional charge. See Stateside International. Postpaid.No complete details. • $200 Early termination fee • New activations may need a 24-month service agreement.	No
C1248SBB1B	5GC CLS 99 7GB	$60.00	16%	$50.40	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	40x	Unlimited	7GB	No	N/A	N/A	4G/LTE/3G/EDGE/WIFI+	Unlimited	Unlimited	No	N/A	N/A	Yes	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited messaging • Unlimited data with speed reduction once allotment is reached. • International roaming at No additional charge. Refer to Simple Global for details. • Unlimited international text messaging at No additional charge. See Stateside International. Postpaid.No complete details. • $200 Early termination fee • New activations may need a 24-month service agreement.	No
C1248SBB1B	5GC CLS 99 9GB	$70.00	16%	$58.80	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	40x	Unlimited	9GB	No	N/A	N/A	4G/LTE/3G/EDGE/WIFI+	Unlimited	Unlimited	No	N/A	N/A	Yes	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited messaging • Unlimited data with speed reduction once allotment is reached. • International roaming at No additional charge. Refer to Simple Global for details. • Unlimited international text messaging at No additional charge. See Stateside International. Postpaid.No complete details. • $200 Early termination fee • New activations may need a 24-month service agreement.	No
ST1560MSB	5GC CLS STRIDE M 1GB	$30.00	16%	$25.20	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	40x	1GB	N/A	No	MB	$0.03	4G/LTE/3G/EDGE/WIFI+	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	• Limited Basket Data with No data speed reduction • Unlimited domestic SMS / MMS • International roaming at No additional charge • Unlimited international text messaging at No additional charge • Smartphone Mobile Hotspot • 1GB/1.5 allowed and it consumes the plan's data allotment. • No domestic roaming for SIMFL • Overage $.03 per MB used over allotment • 24 month data service requirement • $200 Early termination fee	No
1TC2GBMBB	5GC CLS STRIDE M 5GB	$60.00	16%	$50.40	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	40x	5GB	N/A	Yes	MB	$0.03	4G/LTE/3G/EDGE/WIFI+	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	• Limited Basket Data with No data speed reduction • Unlimited domestic SMS / MMS • International roaming at No additional charge • Unlimited international text messaging at No additional charge • Smartphone Mobile Hotspot • 5GB/6.5 allowed and it consumes the plan's data allotment. • No domestic roaming for SIMFL • Overage $.03 per MB used over allotment • 24 month data service requirement • $200 Early termination fee	No
1TC1GBMBB	5GC CLS STRIDE M 1GB	$50.00		$50.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	40x	1GB	N/A	Yes	MB	$0.03	4G/LTE/3G/EDGE/WIFI+	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	• Limited Basket Data with No data speed reduction • Unlimited domestic SMS / MMS • International roaming at No additional charge • Unlimited international text messaging at No additional charge • Smartphone Mobile Hotspot • 1GB/1 is allowed and it consumes the plan's data allotment. • No domestic roaming for SIMFL • Overage $.03 per MB used over allotment • 24 month data service requirement • $200 Early termination fee	No
IT6764MS2	5GC Mobile Internet 25IS	$25.00		$25.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	40x	Unlimited	25GB	No	N/A	N/A	4G/LTE/3G/EDGE/WIFI+	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited data (Speeds slow at 25GB allotment) • Unlimited messaging • Smartphone Mobile Hotspot (Speeds slow at 5G allotment) • Standard video streaming • Stage In-Flight 1 hour (unlimited flights) • Complete International Unlimited Texting • Simple Global • Mobile Without Borders • Domestic data roaming • $0/recurring taxes and fees included in the MRC	No
SC1G100SSB	5GC SC DDP 1GB	$20.00	16%	$16.80	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	40x	Unlimited	1GB	No	N/A	N/A	4G/LTE/3G/EDGE/WIFI+	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited data with speed reduction when bucket is reached -No overage or Auto top • Unlimited SMS and MMS • Smartphone Mobile Hotspot included up to bucket allowance • MMS stops/suspend once you reach 5MMS bucket limit • No Domestic Roaming for SIMFS • Music Freedom with select streaming partners • International roaming at No additional charge. • Unlimited international text messaging at No additional charge. • Music Freedom with select streaming partners	No

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10HMBBVNZ	BIZ SC MI 11GB	$70.00	16%	$58.80	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	11GB	No	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Tablets, Wi-Fi hotspots and data sticks only	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data. Speeds slow at specified limit •Unlimited domestic messaging •Plans are voice barred •Eligible for Data Stash •Smartphone Mobile Hotspot included •Domestic data roaming included •Simple Global •Unlimited international text included. •Unlimited music streaming (Music Freedom) included with select streaming partners	No
500MBBVNZ	BIZ SC MI 1GB	$20.00	16%	$16.80	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	1GB	No	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data. Speeds slow at specified limit •Unlimited domestic messaging •Plans are voice barred •Eligible for Data Stash •Smartphone Mobile Hotspot included •Domestic data roaming included •Simple Global •Unlimited international text included. •Unlimited music streaming (Music Freedom) included with select streaming partners	No
ZMI1GBXD2	BIZ SC MI 1GB No AVD	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	1GB	No	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data. Speeds slow at 1GB limit. •Unlimited domestic messaging •Data Stash •Smartphone Mobile Hotspot •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Music Freedom	No
2HMBBVNZ	BIZ SC MI 3GB	$30.00	16%	$25.20	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	3GB	No	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data. Speeds slow at specified limit •Unlimited domestic messaging •Plans are voice barred •Eligible for Data Stash •Smartphone Mobile Hotspot included •Domestic data roaming included •Simple Global •Unlimited international text included. •Unlimited music streaming (Music Freedom) included with select streaming partners	No
ZMI3GBXD2	BIZ SC MI 3GB No AVD	$30.00	0%	$30.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	3GB	No	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data. Speeds slow at specified limit •Unlimited domestic messaging •Plans are voice barred •Eligible for Data Stash •Smartphone Mobile Hotspot included •Domestic data roaming included •Simple Global •Unlimited international text included. •Unlimited music streaming (Music Freedom) included with select streaming partners	No
4HMBBVNZ	BIZ SC MI 5GB	$40.00	16%	$33.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	5GB	No	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data. Speeds slow at specified limit •Unlimited domestic messaging •Plans are voice barred •Eligible for Data Stash •Smartphone Mobile Hotspot included •Domestic data roaming included •Simple Global •Unlimited international text included. •Unlimited music streaming (Music Freedom) included with select streaming partners	No
ZMI5GBXD2	BIZ SC MI 5GB No AVD	$40.00	0%	$40.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	5GB	No	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data. Speeds slow at specified limit •Unlimited domestic messaging •Plans are voice barred •Eligible for Data Stash •Smartphone Mobile Hotspot included •Domestic data roaming included •Simple Global •Unlimited international text included. •Unlimited music streaming (Music Freedom) included with select streaming partners	No
ZNADOP2	BIZ SC N.America DOP 2GB	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	2GB	No	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones and with BlackBerry devices	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data (speeds slow at specified limit) •Unlimited messaging •Smartphone Mobile Hotspot •Data Stash up to 20GB (6GB & higher plans only) •Binge On optimized video (free streaming for 6GB & higher plans only) •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Music Freedom •Mobile Without Borders	No
ZNA10MI	BIZ SC NA MI 10GB	$50.00	0%	$50.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	10GB	N/A	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Tablets, Wi-Fi hotspots and data sticks only	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data (speeds slow at allotment) •Unlimited messaging •Smartphone Mobile Hotspot (speeds slow at allotment) •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Music Freedom	No
ZNA14MI	BIZ SC NA MI 14GB	$65.00	0%	$65.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	14GB	N/A	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Tablets, Wi-Fi hotspots and data sticks only	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data (speeds slow at allotment) •Unlimited messaging •Smartphone Mobile Hotspot (speeds slow at allotment) •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Music Freedom	No
ZNA18MI	BIZ SC NA MI 18GB	$80.00	0%	$80.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	18GB	N/A	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Tablets, Wi-Fi hotspots and data sticks only	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data (speeds slow at allotment) •Unlimited messaging •Smartphone Mobile Hotspot (speeds slow at allotment) •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Music Freedom	No
ZNA22MI	BIZ SC NA MI 22GB	$95.00	0%	$95.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	22GB	N/A	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Tablets, Wi-Fi hotspots and data sticks only	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data (speeds slow at allotment) •Unlimited messaging •Smartphone Mobile Hotspot (speeds slow at allotment) •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Music Freedom	No
ZNAMI2	BIZ SC NA MI 2GB	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	2GB	N/A	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablets, Wi-Fi hotspots and data sticks only	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data (Speeds slow at 2GB allotment) •Unlimited messaging •Smartphone Mobile Hotspot (Speeds slow at 2GB allotment) •Data Stash up to 20GB •Domestic data roaming •Simple Global •Mobile Without Borders •Stateside International Unlimited Texting •Music Freedom •Binge On	No
ZNA2MI	BIZ SC NA MI 2GB	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	2GB	N/A	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Tablets, Wi-Fi hotspots and data sticks only	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data (speeds slow at allotment) •Unlimited messaging •Smartphone Mobile Hotspot (speeds slow at allotment) •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Music Freedom	No
ZNA6MI	BIZ SC NA MI 6GB	$35.00	0%	$35.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	6GB	N/A	N/A	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Tablets, Wi-Fi hotspots and data sticks only	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data (speeds slow at allotment) •Unlimited messaging •Smartphone Mobile Hotspot (speeds slow at allotment) •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Music Freedom	No
ZNA1MI	BIZ SC North America MI 1GB	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	2GB	N/A	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Tablets, Wi-Fi hotspots and data sticks only	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data. Speeds slow at specified limit. •Unlimited domestic messaging •Data Stash •Smartphone Mobile Hotspot •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Music Freedom •Mobile Without Borders	No
ZNA3MI	BIZ SC North America MI 3GB	$30.00	0%	$30.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	2GB	N/A	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Tablets, Wi-Fi hotspots and data sticks only	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data. Speeds slow at specified limit. •Unlimited domestic messaging •Data Stash •Smartphone Mobile Hotspot •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Music Freedom •Mobile Without Borders	No
STV500MBB	BIZ SC STKBL MI 1GB	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	1GB	N/A	Yes	MB	$0.03	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Limited data buckets with No data speed reduction (overage of $.03 per MB used over allotment) •Unlimited domestic messaging •Domestic data roaming included •Smartphone Mobile Hotspot (SMHS) included (No Domestic Roaming for SMHS) •International roaming included •Unlimited international text included	No
STV2GBMBB	BIZ SC STKBL MI 3GB	$30.00	0%	$30.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	3GB	N/A	Yes	MB	$0.03	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Limited data buckets with No data speed reduction (overage of $.03 per MB used over allotment) •Unlimited domestic messaging •Domestic data roaming included •Smartphone Mobile Hotspot (SMHS) included (No Domestic Roaming for SMHS) •International roaming included •Unlimited international text included	No
STV4GBMBB	BIZ SC STKBL MI 5GB	$40.00	0%	$40.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	5GB	N/A	Yes	MB	$0.03	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Limited data buckets with No data speed reduction (overage of $.03 per MB used over allotment) •Unlimited domestic messaging •Domestic data roaming included •Smartphone Mobile Hotspot (SMHS) included (No Domestic Roaming for SMHS) •International roaming included •Unlimited international text included	No

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ZMMGBGD	INC 5GB 8GB PackSO	$80.00	0%	$68.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Kbs	Unlimited	9GB	Yes	N/A	N/A	4G LTE	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data. Speeds slow at 56Gb limit. •Unlimited domestic messaging •Simple Global •Smartphone Mobile Hotspot •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Music Freedom	No
9Z8QF3G	Classic Mobile Internet Overage Free 2GB	$37.99		$37.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Kbs	2Gb	2GB	No	N/A	N/A	3G/4G(4G/H)A+	2GB	2GB	N/A	$8.30	$0.20	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	2 year contract required for new activations. Mobile Internet Plans are voice barred.	No
9Z8QF5G	Classic Mobile Internet Overage Free 5GB	$47.99		$47.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Kbs	5Gb	5GB	No	N/A	N/A	4G/4G(4G/H)A+	5GB	5GB	N/A	$8.30	$0.20	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	2 year contract required for new activations. Mobile Internet Plans are voice barred.	No
9N7AKQ5T	Discounted Classic Mobile Internet No Overage 5GB	$39.99		$39.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Kbs	5Gb	5GB	No	N/A	N/A	High-speed	N/A	N/A	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	2 year contract required for new activations. Mobile Internet Plans are voice barred.	No
PCWJCK2D	5M 2GB MB 5G DSC	$23.99	0%	$23.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Kbs	Unlimited	Unlimited	No	N/A	N/A	3G/4G(4G/H)A+	2GMB	2GMB	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	N/A		No
PCWCDF3CE	5M 2GB MBB DF DSC	$31.99	0%	$31.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Kbs	Unlimited	2GB	Yes	N/A	N/A	3G/4G(4G/H)A+	2GB	2GB	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	• T-Mobile 5G(DSS)/ 4G(H)+ data with No overage charges. • Speeds slow at 2GB • Unlimited Hotspot Wi-Fi access (does Not count against monthly data cap) • Instant Messages (chat or data and comes out of 2GB monthly data bucket (Instant Messaging will Not require any kind of messaging barrier) • With the mobile router this plans allows up to five concurrent users. • Hot Voice Barred	No
0ENTCFJG	5M 2GB MI OtoJP Int DSC	$20.28	0%	$28.00	$35.00	Activation Fee per line	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Kbs	Unlimited	2GB	No	N/A	N/A	3G & 4G	3B,3D	3B,3D	No	N/A	N/A	Yes	Mobile Broadband	N/A	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited 3G & 4G data with No overage charges. Speed reduction occurs at 2GB •Instant Messages billed at data and comes out of 2GB monthly data bucket. •Unlimited Hotspot Wi-Fi access (does Not count against monthly data cap) •All-Domestic cellular data roaming is blocked. This includes all 7 Alaska, US and 5G roaming partner's network to the United States. •SMS available as pay-per-use •1 year contract required •Voice barred	No
0FCSHRYV8	5M 1 5M Smartphone V8	$39.39	0%	$39.39	$35.00	Activation Fee per line	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Kbs	Kbs	5GB	No	N/A	N/A	4G/5G(4G/H)A+	3B,3D	3B,3D	No	N/A	N/A	Yes	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	N/A	•Voice barred •Unlimited data. Speeds slow at 5GD •Standard personal Wy Fi mail access (POP3 and IMAP) •2G needs to be re-acquired for new activations	No
CXPKJHBBG	GOV Classic Unlimited M	$45.28	16%	$37.80	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Kbs	Unlimited	N/A	N/A	N/A	N/A	4G LTE/3G/5G(5G/M)A+	Unlimited	Unlimited	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •International roaming at No additional charge •Unlimited international text messaging at No additional charge •Mobile Hotspot Included •Plans are voice barred	No
0X7K58DNB	GOV 5G STRSL NE 10B	$30.28	16%	$16.80	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Kbs	10B	Unlimited	Yes	10B	30.0D	4G LTE/3G/5G(5G/M)A+	Unlimited	Unlimited	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	•10B data busted with No data speed reduction (overage of 5.0$ per MB used over allotment) •Unlimited domestic messaging •Domestic data roaming •Smartphone Mobile Hotspot (5MSS) No domestic roaming for 5MSS •Simple Global •Stateside International Unlimited Text Messaging •Plans are voice barred	No
1V0HUB8EG	GOV SimpCh 5uI 8B UALSOP	$31.08	0%	$35.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Kbs	Unlimited	Unlimited	N/A	N/A	N/A	4G LTE/4G/5D(5G/M)A+	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •Limited domestic data roaming •Simple Global •Stateside International Unlimited Text Messaging •Music Freedom •Unlimited high-speed data with No speed reduction •2GB SMHS Included •SMHS slows once you reach the SMHS bucket limit (high-speed device data continues) •No domestic roaming for SMHS	No
G1XKWRYN	Government Simple Choice Mobile Internet 10GB	$110.00	16%	$92.40	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Kbs	10GB	10GB	No	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablets, Wi-Fi hotspots and data sticks only	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Internet Plans are voice barred. For tablets, Wi-Fi hotspots and data sticks only	No
GXXDW6N2	Government Simple Choice Mobile Internet 1GB	$20.28	16%	$8.40	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Kbs	1GB	1GB	No	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablets, Wi-Fi hotspots and data sticks only	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Internet Plans are voice barred. For tablets, Wi-Fi hotspots and data sticks only	No
G2HW6N2	Government Simple Choice Mobile Internet 3GB	$20.28	16%	$16.80	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Kbs	3GD	3GB	No	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablets, Wi-Fi hotspots and data sticks only	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Internet Plans are voice barred. For tablets, Wi-Fi hotspots and data sticks only	No
G4HW6N2	Government Simple Choice Mobile Internet 5GB	$30.00	16%	$25.20	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Kbs	5GD	5GB	No	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablets, Wi-Fi hotspots and data sticks only	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Internet Plans are voice barred. For tablets, Wi-Fi hotspots and data sticks only	No
G8HW6N2	Government Simple Choice Mobile Internet 9GB	$50.00	16%	$42.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Kbs	9GB	9GB	Yes	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablets, Wi-Fi hotspots and data sticks only	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Internet Plans are voice barred. For tablets, Wi-Fi hotspots and data sticks only	No
W5C6X9DRB	NAMO 5GB Mobile Internet	$38.58	16%	$32.31	$35.00	Activation Fee per line	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Kbs	Unlimited	5GB	Yes	N/A	N/A	High-speed	0.2	0.2	No	N/A	N/A	Yes	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	2 year contract required for new activations. Mobile Internet Plans are voice barred.	No
QXXH7MWG	GOV 7in Win Kids Flex	No longer available	No Longer available	#VALID	No Longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No
5CF2XWTH	GOV SmpCh 5/SL 10DeviceFlexO	No longer available	No Longer available	#VALID	No Longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No
F2LTJL2LF	2 Lines TMO ONE All In Promo	$200.80	0%	$180.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Kbs	Unlimited	N/A	N/A	N/A	N/A	4G LTE/4G/5D(5G/M)A+	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes and messaging •Unlimited 4G LTE data/s data •Simple Global (up to 15Mbps) •Stateside International Unlimited Texting •Mobile Without Borders •4G recurring taxes and fees included in MRC	No
0E87K1J3	5GB LBL TT+D Classic	$30.00	0%	$18.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Kbs	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •No contract required •No activation fee •Add a line to an existing Classic Pooled account	No
5CCLJTT8	INC Classic LBL TT+D	$60.00	0%	$48.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Kbs	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •International roaming included •Unlimited international text included.	No
6BFMPRRV	INC FM 5TT+ 6GB 2 Line Promo	$70.00	0%	$70.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Kbs	Unlimited	6GB	Yes	N/A	N/A	4G LTE/4G/5D(5G/M)A+	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Unlimited data. Speeds slow at GB allotment •Smartphone Mobile Hotspot. Speeds slow at GB allotment •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Per Smartphone and BBSB devices only.	No
1SBFNH2	INC FM 4TT+10GB 2 lines Promo	$100.80	0%	$180.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Text Messaging •Mobile Without Borders •Business Customer Service	No
1SFMQSJH	INC FM 4TT+10GB 2 lines Promo	$100.80	0%	$180.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Text Messaging •Mobile Without Borders •Business Customer Service	No
1SFWBZ2L	INC FM 6TT+15GB for 2 lines	$120.80	0%	$120.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Kbs	Unlimited	15GB	Yes	N/A	N/A	4G LTE	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes and messaging •Unlimited data. Speeds slow at allotment •Smartphone Mobile Hotspot. Speeds slow at allotment •Data Stash up to 2GBS •Simple Global •Stateside International Unlimited Text Messaging •Mobile Without Borders •Business Customer Service •For Smartphones and BBSB devices only.	No
1SBFN99	INC FM 4TT+3GB for 4+ Promo	$120.80	0%	$120.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Text Messaging •Mobile Without Borders •Business Customer Service	No
1SBFW2L	INC FM 6TT+6GB for 2 lines	$100.80	0%	$180.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Kbs	Unlimited	6GB	Yes	N/A	N/A	4G LTE	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Unlimited data. Speeds slow at GB allotment •Smartphone Mobile Hotspot. Speeds slow at GB allotment •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Business Customer Service	No
1BFW9BL	INC FM 6TT+6GB for 6 lines	$120.80	0%	$120.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Kbs	Unlimited	6GB	Yes	N/A	N/A	4G LTE	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Unlimited data. Speeds slow at GB allotment •Smartphone Mobile Hotspot. Speeds slow at GB allotment •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Business Customer Service	No
6FM9EPK	INC FM 6TT+6GB for 4 lines	$120.80	0%	$120.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Kbs	Unlimited	6GB	No	N/A	N/A	4G LTE/4G/5D(5G/M)A+	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Unlimited data. Speeds slow at GB allotment •Smartphone Mobile Hotspot. Speeds slow at GB allotment •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •For Smartphones and BBSB devices only.	No
1JBFM2L	INC FM 8TT+3HL for 2 lines	$140.00	0%	$140.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Kbs	Unlimited	14GB	No	N/A	N/A	4G LTE/4G/5D(5G/M)A+	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Business Customer Service •Unlimited high-speed data •Smartphone Mobile Hotspot. Speeds slow at GB allotment. •For Smartphones and BBSB devices only.	No
1JBFM4	INC FM 8TT+3HL for 4+ Promo	$150.80	0%	$150.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Kbs	Unlimited	14GB	No	N/A	N/A	4G LTE/4G/5D(5G/M)A+	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Text Messaging •Mobile Without Borders •Business Customer Service •Minimum 4 lines	No
9ABFLFT3F	INC 9/Ama1TT+19GB ea 2 Lines	$200.80	0%	$180.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Kbs	Unlimited	19GB	No	N/A	N/A	4G LTE/4G/5D(5G/M)A+	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global. Not available to N2A2 •Stateside International Unlimited Texting •Mobile Without Borders •Unlimited data. Speeds slow at 19GB •Simple Global •Smartphone Mobile Hotspot up to 10GB allotment •Domestic data roaming •Music Freedom Streaming •Minimum 2 lines with max of 10 lines •For Smartphones and BBSB devices only	No

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NAWLRT4	RIE 5Lsmart TY+10GB ea 4 Lines	$220.80	0%	$220.08	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	10x	Unlimited	10GB	Yes	N/A	N/A	N/A	4G LTE/3G/EDGE/WDPA+	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global (Not available to SDN2) •Stateside International Unlimited Texting •Mobile Without Borders •Unlimited data. Speeds slow at 10GB •Data Stash •Smartphone Mobile Hotspot up to 10GB allotment •Domestic data roaming •Music Freedom Streaming •Minimum 4 lines with max of 10 lines •For Smartphone and BBGB devices only	No
NAUTT10	RIE 5Lsmart TY+10GB each 10Lines	$240.80	0%	$240.08	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	10x	Unlimited	10GB	No	N/A	N/A	N/A	4G LTE/3G/EDGE/WDPA+	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global (Not available to SDN2) •Stateside International Unlimited Texting •Mobile Without Borders •Unlimited data. Speeds slow at 10GB •Data Stash •Minimum 10 lines •For Smartphone and BBGB devices only	No
NAUTT15P	RIE 5Lsmart TY+15GB each 10Lines	$260.80	0%	$260.08	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	15x	Unlimited	15GB	No	N/A	N/A	N/A	4G LTE/3G/EDGE/WDPA+	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global (Not available to SDN2) •Stateside International Unlimited Texting •Mobile Without Borders •Unlimited data. Speeds slow at 10GB •Data Stash •Smartphone Mobile Hotspot up to 15GB allotment •Domestic data roaming •Music Freedom Streaming •Minimum 10 lines •For Smartphone and BBGB devices only	No
2NAUTT10	RIE 5L N.America TY+D 10Lines	$360.80	0%	$160.08	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Business Customer Service •10-19 lines	No
2NAUTT20	RIE 5L N.America TY+D 20Lines	$310.80	0%	$310.08	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Business Customer Service •20-999 lines	No
2NAUTT2	RIE 5L N.America TY+D 2-10Line	$80.08	0%	$80.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Business Customer Service •2-10 lines	No
2NAUTT1	RIE 5L North America TY+D	$60.08	0%	$68.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Business Customer Service	No
2SCPLT10X	RIE 5C T&T 10lines incl HotAIO	$160.80	0%	$160.08	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Business Customer Service •10-19 lines	No
2SCPLT1X	RIE 5C T&T 1X lines HotAIO	$14,395.08	0%	$14,435.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Business Customer Service •X0x- lines	No
2SCPLT20X	RIE 5C T&T 20lines incl HotAIO	$300.80	0%	$380.08	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Business Customer Service •20-999 lines	No
2SCP4LT5O	RIE 5C LX TY+D Pro4L5 No AVD	$300.80	0%	$180.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	40x	Unlimited	3GB	N/A	N/A	N/A	N/A	4G LTE/3G/EDGE/WDPA+	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global (excludes Puerto Rico and SDNC services) •Stateside International Unlimited Texting	No
ISEPLST5O	RIE 5C LNL TY+D 2 lines incl.	$200.80	0%	$180.08	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes and messages •Simple Global •Stateside International Unlimited Texting	No
ISESTPT4	RIE 5C LNL TY+D 4 lines incl.	$300.80	0%	$180.08	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Requires minimum of 4 lines with maximum of 10 lines	No
ISESTPT6	RIE 5C LNL TY+D 6 lines incl.	$220.80	0%	$120.08	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Requires minimum of 6 lines with maximum of 10 lines	No
2SCLST10O	RIE 5C LNL TY+D No AVD	$20.08	0%	$28.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •International roaming included. See Simple Global for details. •Unlimited international text included. See Prospect Stateside International Calling and Texting features for details •No contract required •No activation fee	No
2SCLTT10O	RIE 5C LNL TY+D No AVD	$60.08	0%	$68.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Business Customer Service	No
1SBPMDLOC	RIE 5C LNU+16GB 1 line promo	$300.80	15%	$85.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	40x	Unlimited	16GB	No	N/A	N/A	N/A	4G LTE	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Unlimited high-speed data with No speed reduction •Smartphone Mobile Hotspot (speeds slow at 24GB allotment) •Mingo Data •Domestic data roaming •Music Freedom	No
SCHUTT8Z	RIE SimpleChoice 1ML Unl TY+D	$20.08	15%	$16.80	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •International roaming included. See Simple Global for details. •Unlimited international text included. See Prospect Stateside International Calling and Texting features for details •No contract required •No activation fee •Data Stash (Data Stash eligible plan only)	No
2SCPLT30O	RIE5C LX TY+D Pro3L 30 No AVD	$320.80	0%	$120.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Business Customer Service	No
1FTBKBPV	Business LNL TY+D	$85.08	0%	$85.00	$35.00	Activation Fee per line	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Phones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	•1 year contract required •Early Termination fee of $150 applies	No
1SMS1B	Classic Talk Pooling Unlimited	$219.99 for first 5 lines/ $40/line each after line 5	0%	#VALUE!	$35.00	Activation Fee per line	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	2 year contract with minimum of 5 lines required	No
1SMS1BL	Classic Talk Unlimited	$45.08	0%	$45.00	$35.00	Activation Fee per line	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$8.33	$8.33	No	N/A	N/A	Yes	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	2 year contract required for new activations. Mobile Internet Plans per-user license fee.	No
GONLTT5Y4	GOV SC LNL TBT 4 lines incl.	$300.80	16%	$84.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	40x	Unlimited	2.5GB	No	N/A	N/A	N/A	4G LTE/3G/EDGE/WDPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global (excludes Puerto Rico and SDNC services) •Stateside International Unlimited Texting	No
GONTSBWBNP	GOV Wearable 50BMB Superstar#	$20.08	15%	$16.80	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	40x	Unlimited	50BMB	No	N/A	N/A	N/A	4G LTE/3G/EDGE/WDPA+	Unlimited	Unlimited	No	N/A	N/A	No	Any wearable devices sold by T-Mobile	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes & messaging •Unlimited data with 300MB high-speed. Speeds slow after 500MB •Smartphone Mobile Hotspot. Speeds slow at 4MB allotment •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Music Freedom •Limited domestic data roaming	No
CLELIB5T5I	GOVCSecon300min/mP/ex4O	N/A	N/A	#VALUE!	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No longer available	No
CRSDGOV	Government	N/A	N/A	#VALUE!	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No longer available	No
SLUC10	Government Line Usage	N/A	N/A	#VALUE!	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No longer available	No
GOVUNL0	Government Unlimited Voice	N/A	N/A	#VALUE!	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No longer available	No
SCH30870	GOVSmpCHALS0min+SMLText	$30.08	0%	$18.00	N/A	N/A	180	Unlimited	Unlimited	$0.25	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	•600 Minutes Talk & Text •Unlimited Nights and Weekends •Unlimited T-Mobile to T-Mobile •Unlimited messaging •Simple Global	No
SCH60870	GOVSmpCHALS600min+SMLText	$15.08	0%	$15.00	N/A	N/A	600	Unlimited	Unlimited	$0.25	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	•600 Minutes Talk & Text •Unlimited Nights and Weekends •Unlimited T-Mobile to T-Mobile •Unlimited messaging •Simple Global	No
SCHDHP0NS	GOVSmpDCh 5 Inet Plus UNL DSP	$85.08	0%	$85.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	40x	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	4G LTE/3G/EDGE/WDPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •Limited domestic data roaming •Simple Global •Stateside International Unlimited Text Messaging •Music Freedom •Unlimited high-speed data with No speed reduction •Mingo Data Stash •600K5 device once you reach the 5MM5 bucket limit (high-speed device data continues) •No domestic roaming for 5MM5	No
GSA180	GSA 180 Minute Voice	$27.99	16%	$23.51	N/A	N/A	180	Unlimited	Unlimited	$0.10	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	480	N/A	N/A	$0.10	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	•180 whenever minutes •Unlimited Mobile to Mobile/Nights/Weekends •400 SMS	No
GSA480	GSA 480 Minute Voice	$27.99	15%	$23.51	N/A	N/A	480	Unlimited	Unlimited	$0.10	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	480	N/A	N/A	$0.10	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	•480 whenever minutes •Unlimited Mobile to Mobile/Nights/Weekends •800 SMS	No
GSA980	GSA 980 Minute Voice	$61.98	16%	$35.27	N/A	N/A	980	Unlimited	Unlimited	$0.10	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	480	N/A	N/A	$0.20	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	•980 whenever minutes •Unlimited Mobile to Mobile/Nights/Weekends •1400 SMS	No
ZUPRLPPP	Corelink prtct add-on/ICE/TE	No longer available	No longer available	#VALUE!	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No

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ZDGLNLKTE	LineLink TE @Work Ph service	$20.00	0%	$20.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Linelink	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes & messaging •Mobile Without Borders •Voicemail •Caller ID •Call Waiting, Forwarding & Hold •Conference Calling (Landline phone must have a merge or hold option to support this feature) •No data service (and None can be added)	No
ZM2M128T	M2M Business 128kbps with Text	$5.00	0%	$5.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	N/A	N/A	N/A	N/A	128kbps	500	N/A	N/A	N/A	N/A	No	Machine to Machine	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data •Voice barred •500 SMS •200mb domestic data roaming	No
MBB10SBB	MI On Demand Only	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Provide Mobile Internet Line only •On-demand data pass required to provide data service •This plan is Not SMS/MMS compatible •No contract required •No activation fee.	No
PMC15M2MN	Monthly 15 NtsWkdsM2M	$59.99	0%	$59.99	N/A	N/A	1500	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•1500 Whenever Minutes •Unlimited Weekends •Unlimited Nights •Unlimited T-Mobile to T-Mobile	No
NAMI1GB	N.America MI 1GB Data	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	1GB	No	N/A	N/A	N/A	Unlimited	N/A	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data. Speeds slow at 1GB allotment •Unlimited messaging •Smartphone Mobile Hotspot. Speeds slow at GB allotment •Binge On optimized video (free streaming on 5GB plan only) •Music Freedom Streaming •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Limited domestic data roaming	No
NAMI5GB	N.America MI 5GB Data	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	5GB	No	N/A	N/A	N/A	Unlimited	N/A	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data. Speeds slow at 5GB allotment •Unlimited messaging •Smartphone Mobile Hotspot. Speeds slow at GB allotment •Binge On optimized video (free streaming on 5GB plan only) •Music Freedom Streaming •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Limited domestic data roaming	No
FUTTVNSMB	NACV MLPool UnlTT+D SmBiz	$80.00	0%	$80.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited Talk •Unlimited Messaging •No Annual Contract •No Activation Fee	No
NWTGTBSN	NW Basic Plus	$29.99	0%	$29.99	N/A	N/A	300	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•300 Whenever Minutes • Unlimited Weekend	No
NB300WE	NW Bus 300 Unl Wknd	$29.99	0%	$29.99	$35.00	Activation Fee per line	300	Unlimited	300	$0.35	N/A	$0.10	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	100	N/A	N/A	$0.20	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•300 Whenever, Wherever •Unlimited Weekends •300 T-Mobile-to-T-Mobile •100 Text Messages •1 year service agreement required for new activations.	No
NWGNTSN	NW Get More w/Nts	$39.99	0%	$39.99	N/A	N/A	600	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	• 600 Whenever Minutes • Unlimited Weekend	No
PMR150	PMR 150 Line Min	$9.99	0%	$9.99	N/A	N/A	$0.05 per minute	$0.05 per minute	$0.05 per minute	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$0.20	$0.20	No	N/A	N/A	N/A	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Pay per minute •No buckets. •$0.05 per minute usage charge (all call forwarding, domestic calls, domestic long distance, and roaming). •SMS available as pay-per-use. •Web available based on the web feature. •1 year service agreement needed for new activation.	No
ZMI100STX	SC 100GB Pooled MI	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Kbs	100GB	100GB	Yes	GB	$4.75	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•100GB Pooled data •Unlimited messaging •$4.75 per GB •Stateside International Unlimited Texting •Simple Global •Music Freedom (on any line participating in the data pool) •Smartphone Mobile Hotspot (up to full pool amount; regular per GB charge after) •Limited domestic data roaming included •Business Customer Service •Requires a minimum of 20 voice lines on Simple Choice Pooled Data plans with pooling data features.	No
ZMI1STB1X	SC 1GB for 100GB Pooled MI	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Kbs	1GB	1GB	Yes	GB	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•1GB Pooled data •Unlimited messaging •$4.75 per GB •Stateside International Unlimited Texting •Simple Global •Music Freedom (on any line participating in the data pool) •Smartphone Mobile Hotspot (up to full pool amount; regular per GB charge after) •Limited domestic data roaming included •Business Customer Service •Requires a minimum of 20 voice lines on Simple Choice Pooled Data plans with pooling data features.	No
UMI1STB	SC 1GB Pooled MI	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Kbs	1GB	1GB	Yes	GB	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •Includes 1 GB of data •Stateside International Unlimited Texting •Simple Global •Music Freedom (on any line participating in the data pool) •Smartphone Mobile Hotspot (up to full pool amount; regular per GB charge after) •Limited domestic data roaming included •Business Customer Service	No
ZMI1TBSTX	SC 1TB Pooled MI	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Kbs	1TB	1TB	Yes	GB	$4.25	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •$4.25 per GB •Stateside International Unlimited Texting •Simple Global •Music Freedom (on any line participating in the data pool) •Smartphone Mobile Hotspot (up to full pool amount; regular per GB charge after) •Limited domestic data roaming included •Business Customer Service	No
SCFUTTBD	SC FAM UNL TT+D 2 lines incl.	$100.00	0%	$100.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	N/A	N/A	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes and messages •Unlimited high-speed data •Simple Global •Stateside International Unlimited Texting	No
ZNA100SMI	SC N. America 100GB Pooled MI	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Kbs	100GB	N/A	Yes	GB	$4.75	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•100GB Pooled Data •Unlimited Messaging •$4.75 per GB overage •Requires a minimum of 20 voice lines on Simple Choice Pooled Data plans	No
ZN1S1CMI	SC NA 1GB for 100GB Pooled MI	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Kbs	1GB	1GB	Yes	GB	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •Includes 1 GB of data	No
ZNA100STX	SC NA T&T for100GB PooledData	$210.00	0%	$210.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	100GB	N/A	Yes	GB	$4.75	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•For the first 20 lines •Unlimited Talk and Text •$4.75 per GB •20 line minimum •Simple Global •Stateside International Unlimited Texting •Music Freedom (on any line participating in the data pool) •Smartphone Mobile Hotspot (up to full pool amount; regular per GB charge after. Exception: mid-cycle features) •Business Customer Service	No
ZSC100STX	SC T&T for 100GB Pooled Data	$200.00	0%	$200.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	100GB	N/A	Yes	GB	$4.75	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•For the first 20 lines •Unlimited Talk and Text •$4.75 per GB •20 line minimum •Simple Global •Stateside International Unlimited Texting •Music Freedom (on any line participating in the data pool) •Smartphone Mobile Hotspot (up to full pool amount; regular per GB charge after. Exception: mid-cycle features) •Business Customer Service	No
SLCULTT25	Individual Talk & Text $25	$25.00	0%	$25.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messages •Simple Global •Stateside International Unlimited Texting •No contract (Un-Contract) or activation fee	No
SKCKUNLPP	Sidekick Unlimited Plus	$29.99	0%	$29.99	N/A	N/A	N/A	N/A	N/A	$0.25	$0.25	$0.25	N/A	N/A	Unlimited	N/A	N/A	N/A	N/A	2G & 3G	Unlimited	Unlimited	N/A	N/A	N/A	No	Sidekick	N/A	N/A	N/A	N/A	N/A	N/A	• 0 voice minutes (pay as you go) • Unlimited Color Sidekick Data • Unlimited Text Messages • Unlimited MMS	No
SMBZUNLV	Small Business Unlimited Voice + 400 SMS/MMS	$45.00	0%	$45.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	400	400	N/A	N/A	N/A	Yes	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited Whenever minutes • Unlimited nights & weekends • Unlimited call forwarding • Unlimited T-Mobile to T-Mobile • 400 SMS/MMS	No
SCVUTTSMB	Unlimited Talk and Text (single line)	$50.00	0%	$50.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes • Unlimited messaging • International roaming included. See Simple Global for details. • Unlimited international text included. See Postpaid Stateside International Calling and Texting features for details	No
SLUSUT	State of Utah	No longer available	No longer available	#VALUE!	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No
GSYNFLEET	SyncUP Fleet @Work PS	$15.00	0%	$15.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	2GB	N/A	N/A	N/A	512 kbps speeds	N/A	N/A	N/A	N/A	N/A	No	SyncUP FLEETs	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited Data (512 kbps speed) •Unlimited SMS •Canada and Mexico roaming (all other Simple Global countries blocked) •Mobile Without Borders •Unlimited domestic roaming •Tethering is disabled •Voice barred •No HD video •No data passes	No
GSYNFLETE	SyncUP Fleet @Work PS TE	$15.00	0%	$15.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	2GB	N/A	N/A	N/A	512 kbps speeds	N/A	N/A	N/A	N/A	N/A	No	SyncUP FLEETs	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited Data (512 kbps speed) •Unlimited SMS •Canada and Mexico roaming (all other Simple Global countries blocked) •Mobile Without Borders •Unlimited domestic roaming •Tethering is disabled •Voice barred •No HD video •No data passes	No
ZSYNCFLTE	SyncUP FLEET @Work	$15.00	0%	$15.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	2GB	N/A	N/A	N/A	512 kbps speeds	N/A	N/A	N/A	N/A	N/A	No	SyncUP FLEETs	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited Data (512 kbps speed) • Unlimited SMS • Canada and Mexico roaming (all other Simple Global countries blocked) • Mobile Without Borders • Unlimited domestic roaming • Tethering is disabled • Voice barred • No HD video • No data passes	No

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ZNADR2GB	SyncUP Drive Unlimited data w/ 2GB high-speed	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	2GB	N/A	N/A	N/A	High-speed	N/A	N/A	N/A	N/A	N/A	No	SyncUP FLEETs	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited device data (Speeds slow at GB allotment) • Unlimited Smartphone Mobile Hotspot (Speeds slow at GB allotment) • Optimized video streaming • Simple Global (up to 128kbps) • Mobile Without Borders • Music Freedom • Limited domestic data roaming	No
ZNAMI10GB	Simple Choice 10GB Mobile Internet w/ Data Stash & SMHS	$40.00	0%	$40.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	10GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited data (speeds slow at 10GB allotment) • Unlimited messaging • Smartphone Mobile Hotspot (speeds slow at 10GB allotment) • Data Stash up to 20GB • Binge On optimized video (free streaming for 6GB & higher plans only) • Domestic data roaming • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders • Music Freedom	No
ZDRTI2GB	SyncUP Drive Unlimited data w/ 2GB high-speed	$15.00	0%	$15.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	2GB	N/A	N/A	N/A	High-speed	N/A	N/A	N/A	N/A	N/A	No	SyncUP Drive	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited device data (Speeds slow at GB allotment) • Unlimited Smartphone Mobile Hotspot (Speeds slow at GB allotment) • Optimized video streaming • Simple Global (up to 128kbps) • Mobile Without Borders • Limited domestic data roaming • All recurring taxes and fees included in MRC	No
ZTM1TI	T-Mobile ONE for Business Single Line	$75.00	0%	$75.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes and messaging • Unlimited 4G LTE device data (must add a feature from the table above) • Simple Global (up to 128kbps) • Stateside International Unlimited Texting • Mobile Without Borders • All recurring taxes and fees included in MRC	No
ZTM1TI2	T-Mobile ONE for Business (2 lines)	$130.00	0%	$130.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes and messaging • Unlimited 4G LTE device data (must add a feature from the table above) • Simple Global (up to 128kbps) • Stateside International Unlimited Texting • Mobile Without Borders • All recurring taxes and fees included in MRC • Eligible for Netflix On Us! Exception: Single line plan.	No
ZTM1MIE	T-Mobile ONE Tablet for Business	$75.00	0%	$75.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited messaging and high-speed data • Unlimited 3G Smartphone Mobile Hotspot • Simple Global • Optimized video streaming at 480p • Stateside International Unlimited Texting • Mobile Without Borders • Domestic data roaming	No
ZTM1TE	T-Mobile ONE Voice for Business	$75.00	0%	$75.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
ZUNLMTT	Unlimited Talk & Text Only Single Line	$20.00	0%	$20.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes and messaging (SMS & MMS) • Stateside International Unlimited Texting • Unlimited talk and text in Canada & Mexico • Voice & text in over 200 countries at Simple Global rates. • T-Mobile Tuesdays (Wi-Fi required to access) • GoGo Inflight (SMS all flight long; Wi-Fi 1 hour w/ unlimited flights/sessions) • All recurring taxes and fees included in MRC	No
FRZLTMIUL	T-Mobile ONE Tablet for Business	$75.00	0%	$75.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited messaging and high-speed data • Unlimited 3G Smartphone Mobile Hotspot • Simple Global • Optimized video streaming at 480p • Stateside International Unlimited Texting • Mobile Without Borders • Domestic data roaming	No
TIZLTMIUL	T-Mobile ONE Tablet for Business	$75.00	0%	$75.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited messaging and high-speed data • Unlimited 3G Smartphone Mobile Hotspot • Simple Global • Optimized video streaming at 480p • Stateside International Unlimited Texting • Mobile Without Borders • Domestic data roaming	No
ZLTWUNL	T-Mobile ONE Wearable for Business	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	speeds up to 512 kbps	Unlimited	Unlimited	N/A	N/A	N/A	No	Wearable	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
ZTM1WRTE	T-Mobile ONE Wearable for Business	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	speeds up to 512 kbps	Unlimited	Unlimited	N/A	N/A	N/A	No	Wearable	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited data (speeds up to 512 kbps) • Unlimited messaging • Optimized video streaming • Gogo in-flight 1 hour (unlimited flights/sessions) • Stateside International Unlimited Texting • Simple Global (up to 128kbps) • Mobile Without Borders • Limited domestic data roaming	No
FRZLTUNL	T-Mobile ONE Voice for Business Single Line	$75.00	0%	$75.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging, and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
FZLTULF2	T-Mobile ONE Voice for Business (2 lines)	$130.00	0%	$130.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging, and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
FZLTULFM2	T-Mobile ONE Voice for Business (2 lines)	$130.00	0%	$130.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging, and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
ZLTMIUNL	T-Mobile ONE Tablet for Business	$75.00	0%	$75.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited messaging and high-speed data • Unlimited 3G Smartphone Mobile Hotspot • Simple Global • Optimized video streaming at 480p • Stateside International Unlimited Texting • Mobile Without Borders • Domestic data roaming	No
ZLTULFM2	T-Mobile ONE Voice for Business (2 lines)	$130.00	0%	$130.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging, and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
ZLTUNL	T-Mobile ONE Voice for Business Single Line	$75.00	0%	$75.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging, and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
ZLTUNLFM9	T-Mobile ONE Voice (9 lines+)	$310.00	0%	$310.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging, and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
ZTMONE13	T-Mobile ONE Voice (13 lines+)	$325.00	0%	$325.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging, and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
ZTMUNL100	T-Mobile ONE Voice Single Line (100 lines+)	$25.00	0%	$25.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging, and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
GTMONE100	T-Mobile ONE for Government Single Line (100 lines+)	$29.00	16%	$24.36	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging, and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
GTMONE2	T-Mobile ONE for Government - 2 lines	$152.00	16%	$127.68	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging, and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
GTMONEPS	T-Mobile ONE for Government Single Line	$88.00	16%	$73.92	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging, and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
GTMONEPS2	T-Mobile ONE for Government - 2 lines	$152.00	16%	$127.68	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging, and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
GTMONP100	T-Mobile ONE for Government Single Line (100 lines+)	$29.00	16%	$24.36	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging, and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
GMITM1	T-Mobile ONE Tablet for Government	$23.50	16%	$19.74	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited messaging and high-speed data • Unlimited 3G Smartphone Mobile Hotspot • Simple Global • Optimized video streaming at 480p • Stateside International Unlimited Texting • Mobile Without Borders • Domestic data roaming	No
GTM1MI	T-Mobile ONE Tablet for Government	$23.50	16%	$19.74	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited messaging and high-speed data • Unlimited 3G Smartphone Mobile Hotspot • Simple Global • Optimized video streaming at 480p • Stateside International Unlimited Texting • Mobile Without Borders • Domestic data roaming	No
GTMONEMI	T-Mobile ONE Tablet for Government	$23.50	16%	$19.74	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited messaging and high-speed data • Unlimited 3G Smartphone Mobile Hotspot • Simple Global • Optimized video streaming at 480p • Stateside International Unlimited Texting • Mobile Without Borders • Domestic data roaming	No
TMTINTVBC	T-Mobile Total Internet Voice Barred Contract Rate Plan	$39.99	0%	$39.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	N/A	N/A	N/A	N/A	GPRS/Edge	N/A	N/A	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited GPRS Internet access • Standard personal My E-mail access (POP3 and IMAP) • Unlimited Wi-Fi (Hotspot) access • Unlimited EDGE	No
UTTCSMB	Small Business Classic Unlimited Talk & Text Single Line	$55.00	0%	$55.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	Yes	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited nationwide minutes • Unlimited domestic messaging • Eligible for Business Extras • No contract renewal required for existing customers switching to this plan. • Bridge to Value eligible • Includes international roaming at No additional charge (as of 10/20/13). Refer to Simple Choice Goes Global Overview for details.	No
BIZWTT5MI	Business Wearable plan	$15.00	16%	$12.60	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	500MB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Wearable	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes • Unlimited messaging • Unlimited Data with 500MB high-speed. Speeds slow after 500MB • Smartphone Mobile Hotspot • Music Freedom Streaming • Domestic data roaming • Simple Global • Stateside International Unlimited Texting	No

GOV1PLUS	Add-on: T-Mobile ONE Plus Government	$15.00	16%	$12.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Smartphones	Add-on to T-Mobile ONE Voice for Government	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	•Unlimited 4G LTE device data •20GB 4G LTE mobile hotspot •Unlimited 3G mobile hotspot after 20GB (up to 600kbps) •Unlimited HD streaming passes (must be activated) •Simple Global—Unlimited 2G data at 2x speeds in 210+ destinations (up to 256kbps) •Mobile Without Borders—5GB 4G LTE device data in Mexico & Canada •Unlimited Gogo Inflight Wi-Fi (unlimited flights/sessions) •Name ID •Voicemail to Text •Unlimited domestic data roaming	Yes
ENTSMTP	Enterprise SMTP Messaging	$0.00	16%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Enterprise Messaging	Yes
ENTIPMSG2	Enterprise IP Messaging	$1.99	16%	$1.67	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Enterprise Messaging (501+ lines)	No
ENTIPMSG3	Enterprise IP Messaging	$2.99	16%	$2.51	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Enterprise Messaging (51-500 lines)	No
ENTIPMSG4	Enterprise IP Messaging	$3.99	16%	$3.35	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Enterprise Messaging (1-50 lines)	No
B2BSIP1	Enterprise Static IP Tier 1	$7.00	16%	$5.88	$500.00	One Time set up fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Line requirement 25-200	Yes
B2BSIP2	Enterprise Static IP Tier 2	$5.00	16%	$4.20	$500.00	One Time set up fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Line requirement 201-300	Yes
B2BSIP3	Enterprise Static IP Tier 3	$3.00	16%	$2.52	$500.00	One Time set up fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Line requirement 301+	Yes
B2BPAPN3	Enterprise Private APN Tier 1	$5.00	16%	$4.20	$2,500.00	One Time set up fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Line requirement 25- 500	Yes
B2BPAPN4	Enterprise Private APN Tier 2	$2.00	16%	$1.68	$2,500.00	One Time set up fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Line requirement 501+	Yes
B2BPAPN1	Enterprise Private APN Managed Tier 1	$7.00	16%	$5.88	$2,500.00	One Time set up fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Line requirement 25-500	Yes
B2BPAPN2	Enterprise Private APN Managed Tier 2	$3.00	16%	$2.52	$2,500.00	One Time set up fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Line requirement 501+	Yes
B2BPAPNMB3	Enterprise Private APN MI Tier 1	$5.00	16%	$4.20	$2,500.00	One Time set up fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Line requirement 25-500	Yes
B2BPAPNMB4	Enterprise Private APN MI Tier 2	$2.00	16%	$1.68	$2,500.00	One Time set up fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Line requirement 501+	Yes
B2BPAPNMB1	Enterprise Private APN MI Managed Tier 1	$7.00	16%	$5.88	$2,500.00	One Time set up fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Line requirement 25-500	Yes
B2BPAPNMB2	Enterprise Private APN MI Managed Tier 2	$3.00	16%	$2.52	$2,500.00	One Time set up fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Line requirement 501+	Yes
GOVFRUN	Government First Responder Voice	$34.00	16%	$28.56	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Government First Responders eligible agencies only • Government First Responders rate plans with unlimited data remain among the highest-priority data plans on T-Mobile's network, No matter how much data is used. • Unlimited Talk & Text and high speed data • Unlimited domestic roaming • Not subject to the fair usage prioritization threshold • Optimized video streaming at 480p • 1GB of 4G LTE Smartphone Mobile Hotspot (Unlimited 3G after the bucket is used) • Stateside International Unlimited Texting • Simple Global • Mobile Without Borders (No cap) • Gogo in-flight 1 hour (unlimited flights)	Yes
GFRULDAT	Government First Responder Unlimited Data Feature	$0.00	16%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Government First Responders eligible agencies only • Government First Responders rate plans with unlimited data remain among the highest-priority data plans on T-Mobile's network, No matter how much data is used. • Unlimited Talk & Text and high speed data • Unlimited domestic roaming • Not subject to the fair usage prioritization threshold • Optimized video streaming at 480p • 1GB of 4G LTE Smartphone Mobile Hotspot (Unlimited 3G after the bucket is used) • Stateside International Unlimited Texting • Simple Global • Mobile Without Borders (No cap) • Gogo in-flight 1 hour (unlimited flights)	Yes
GOVFRMI	Government First Responder Mobile Internet	$28.50	16%	$23.94	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Tablets only	N/A	N/A	N/A	N/A	N/A	N/A	• Government First Responders eligible agencies only • Government First Responders rate plans with unlimited data remain among the highest-priority data plans on T-Mobile's network, No matter how much data is used. • Unlimited messaging and 4G LTE • Unlimited domestic roaming • Not subject to the fair usage prioritization threshold • Optimized video streaming at 480p • 1GB of 4G LTE Smartphone Mobile Hotspot (Unlimited 3G after the bucket is used) • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders (No cap)	Yes
GOVFRHS	Government First Responder Hotspot	$40.00	16%	$33.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Mobile internet	N/A	N/A	N/A	N/A	N/A	N/A	• Government First Responders eligible agencies only • Government First Responders rate plans with unlimited data remain among the highest-priority data plans on T-Mobile's network, No matter how much data is used. • Unlimited high-speed data • Unlimited domestic roaming • Unlimited 4G LTE Mobile Hotspot • Simple Global • Mobile Without Borders with No 5GB cap • Unlimited streaming of video in HD (480p) • Unlimited mobile hotspot device data for first responders who need to provide the fastest possible internet access to multiple users in a mobile response team.	Yes
GOVLDFR	Government First Responder Voice - Limited Data	$15.00	16%	$12.60	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Government First Responders eligible agencies only • Government First Responders rate plans with unlimited data remain among the highest-priority data plans on T-Mobile's network, No matter how much data is used. • Unlimited talk and text • 2GB or 6GB of 4G LTE (speeds slow at allotment) • Unlimited domestic roaming • Optimized video streaming • Smartphone mobile hotspot (speeds slow at allotment) • Simple Global • Stateside International Unlimited Texting • Gogo in-flight 1 hour (unlimited flights) • Mobile Without Borders (Usage cap will match the data SOC chosen)	Yes
GFR2DATA	Government First Responder 2GB Data Feature	$0.00	16%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	2GB	N/A	N/A	N/A	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Government First Responders eligible agencies only • Government First Responders rate plans with unlimited data remain among the highest-priority data plans on T-Mobile's network, No matter how much data is used. • Unlimited talk and text • 2GB or 6GB of 4G LTE (speeds slow at allotment) • Unlimited domestic roaming • Optimized video streaming • Smartphone mobile hotspot (speeds slow at allotment) • Simple Global • Stateside International Unlimited Texting • Gogo in-flight 1 hour (unlimited flights) • Mobile Without Borders (Usage cap will match the data SOC chosen)	Yes
GFR6DATA	Government First Responder 6GB Data Feature	$15.00	16%	$12.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	6GB	N/A	N/A	N/A	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Government First Responders eligible agencies only • Government First Responders rate plans with unlimited data remain among the highest-priority data plans on T-Mobile's network, No matter how much data is used. • Unlimited talk and text • 2GB or 6GB of 4G LTE (speeds slow at allotment) • Unlimited domestic roaming • Optimized video streaming • Smartphone mobile hotspot (speeds slow at allotment) • Simple Global • Stateside International Unlimited Texting • Gogo in-flight 1 hour (unlimited flights) • Mobile Without Borders (Usage cap will match the data SOC chosen)	Yes
SCVPUTTG6 & ADDUTTV20	Simple Choice Unlimited Talk, Text and Data	$15.00	16%	$12.60	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KB	Unlimited	Feature Dependant	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	• Requires minimum of 12 lines for each account • Unlimited minutes • Unlimited messaging • Simple Global • Stateside International • Unlimited Texting • Mobile Without Borders	Yes
Z6GBXDATA	Add-On: 6GB data for Simple Choice	$15.00	0%	$15.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	6GB	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	4G LTE Data	6GB	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	6GB	Unlimited data with 6 GB high-speed Smartphone Mobile Hotspot. Speeds slow at GB allotment Domestic data roaming	Yes
Z10GBXDAT	Add-On: 10GB data for Simple Choice	$30.00	0%	$30.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	10GB	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	4G LTE Data	10GB	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	10GB	Unlimited data with 10 GB high-speed Smartphone Mobile Hotspot. Speeds slow at GB allotment. Domestic data roaming	Yes
GOVUNL100 & GOV11GBHS	Gov Unlimited Phone	$29.00	16%	$24.36	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	(Line must be attached to NASPO Contract Node with minimum of 100 active lines on Node) Unlimited Voice Unlimited Messaging Unlimited 4G LTE High-speed Smartphone Data Subject to Prioritization after 50GB of Data Usage in a single month while connected to a congested tower	Yes
GVUNLMI	Simple Choice Unlimited Mobile Internet Data for Government	$35.00	16%	$29.40	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Hotspots/Tablets/Routers/Modems	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited 4G LTE High-speed Mobile Internet Data Unlimited domestic messaging Domestic data roaming Simple Global Stateside International Unlimited Texting Subject to Prioritization after 50GB of Data Usage in a single month while connected to a congested tower	Yes
GOVUTB11H	Government Unlimited for Tablets 11 GB HS	$23.50	16%	$19.74	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	unlimited	N/A	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	(Intended for use with tablets and netbooks) Unlimited messaging and high-speed data 11GB of 4G LTE Smartphone Mobile Hotspot (reduced to 3G after the bucket is used) Simple Global Optimized video streaming at 480p Stateside International Unlimited Texting Mobile Without Borders Domestic data roaming Subject to Prioritization after 50GB of Data Usage in a single month while connected to a congested tower	Yes
GOVUTB21H	Government Unlimited for Tablets 21 GB HS	$35.00	16%	$29.40	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	(Intended for use with tablets and netbooks) Unlimited messaging and high-speed data 21GB of 4G LTE Smartphone Mobile Hotspot (reduced to 3G after the bucket is used) Simple Global Optimized video streaming at 480p Stateside International Unlimited Texting Mobile Without Borders Domestic data roaming Subject to Prioritization after 50GB of Data Usage in a single month while connected to a congested tower	Yes
GOVUTB31H	Government Unlimited for Tablets 31 GB HS	$40.50	16%	$34.02	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	(Intended for use with tablets and netbooks) Unlimited messaging and high-speed data 31GB of 4G LTE Smartphone Mobile Hotspot (reduced to 3G after the bucket is used) - Simple Global Optimized video streaming at 480p Stateside International Unlimited Texting Mobile Without Borders Domestic data roaming Subject to Prioritization after 50GB of Data Usage in a single month while connected to a congested tower	Yes

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GOVUTB41H	Government Unlimited for Tablets 41 GB HS	$52.50	16%	$44.10	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	(Intended for use with tablets and netbooks) Unlimited messaging and high-speed data 41GB of 4G LTE Smartphone Mobile Hotspot (reduced to 3G after the bucket is used) Simple Global Optimized video streaming at 480p Stateside International Unlimited Texting Mobile Without Borders Domestic data roaming Subject to Prioritization after 50GB of Data Usage in a single month while connected to a congested tower	Yes
GOVUSUB1	Government Unlimited for Phones w/Device Subsidy 1.0 Level 1	$41.00	16%	$34.44	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited talk, text, & 4G LTE data; Unlimited domestic roaming Optimized video streaming at 480p 11GB of 4G LTE Smartphone Mobile Hotspot (Unlimited 3G after the bucket is used) Stateside International Unlimited Texting Simple Global Mobile Without Borders (No cap) Gogo in-flight 1 hour (unlimited flights) Requires Add-On of either NoDATA, GOV11GBHS, GOV21GBHS, GOVP31HS, or GOVP41HS For the Subsidy to be effective, Customer will activate a line of Service under its Master Account; Each line of Service must remain active, without suspension, for a 90-day period following the activation ("Minimum Activations Period"); any suspension or termination of any line of Service (the "Subsidy Term"); Each line of Service must be activated in accordance with the terms of the Agreement; Each line of Service which is activated under the Master Account can only qualify once for a device subsidy during the Initial Term; The subsidy canNot be combined with any other discounts, credits or promotional offers; 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	Yes
GOVUSUB2	Government Unlimited for Phones w/Device Subsidy 1.0 Level 2	$53.00	16%	$44.52	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited talk, text, & 4G LTE data; Unlimited domestic roaming Optimized video streaming at 480p 11GB of 4G LTE Smartphone Mobile Hotspot (Unlimited 3G after the bucket is used) Stateside International Unlimited Texting Simple Global Mobile Without Borders (No cap) Gogo in-flight 1 hour (unlimited flights) Requires Add-On of either NoDATA, GOV11GBHS, GOV21GBHS, GOVP31HS, or GOVP41HS For the Subsidy to be effective, Customer will activate a line of Service under its Master Account; Each line of Service must remain active, without suspension, for a 90-day period following the activation ("Minimum Activations Period"); any suspension or termination of any line of Service (the "Subsidy Term"); Each line of Service must be activated in accordance with the terms of the Agreement; Each line of Service which is activated under the Master Account can only qualify once for a device subsidy during the Initial Term; The subsidy canNot be combined with any other discounts, credits or promotional offers; 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	Yes
GOVUSUB3	Government Unlimited for Phones w/Device Subsidy 1.0 Level 3	$64.00	16%	$53.76	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited talk, text, & 4G LTE data; Unlimited domestic roaming Optimized video streaming at 480p 11GB of 4G LTE Smartphone Mobile Hotspot (Unlimited 3G after the bucket is used) Stateside International Unlimited Texting Simple Global Mobile Without Borders (No cap) Gogo in-flight 1 hour (unlimited flights) Requires Add-On of either NoDATA, GOV11GBHS, GOV21GBHS, GOVP31HS, or GOVP41HS For the Subsidy to be effective, Customer will activate a line of Service under its Master Account; Each line of Service must remain active, without suspension, for a 90-day period following the activation ("Minimum Activations Period"); any suspension or termination of any line of Service (the "Subsidy Term"); Each line of Service must be activated in accordance with the terms of the Agreement; Each line of Service which is activated under the Master Account can only qualify once for a device subsidy during the Initial Term; The subsidy canNot be combined with any other discounts, credits or promotional offers; 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	Yes
NoDATA	Add-On: No Data Service	$0.00	16%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Smartphone	No Data Service	N/A	N/A	N/A	N/A	N/A	No Data feature for Government Unlimited for Phones Subsidy version 1.0 and 2	Yes
GOV11GBHS	Add-On: Government Unlimited Data 11GB Hotspot	$0.00	16%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	4G LTE Hotspot	11GB	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	11GB	Unlimited Data with 11GB Hotspot feature for Government Unlimited for Phone	Yes
GOV21GBHS	Add-On: Government Unlimited Data 21GB Hotspot	$10.00	16%	$8.40	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	4G LTE Hotspot	21GB	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	21GB	Unlimited Data with 21GB Hotspot feature for Government Unlimited for Phone	Yes
GOVP31HS	Add-On: Government Unlimited Data 31GB Hotspot	$15.00	16%	$12.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	4G LTE Hotspot	31GB	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	31GB	Unlimited Data with 31GB Hotspot feature for Government Unlimited for Phone	Yes
GOVP41HS	Add-On: Government Unlimited Data 31GB Hotspot	$25.00	16%	$21.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	4G LTE Hotspot	41GB	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	41GB	Unlimited Data with 41GB Hotspot feature for Government Unlimited for Phone	Yes
GOVFRUN	First Responder Unlimited for Phones	$34.00	16%	$28.56	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	End user must be a qualified First Responder. Unlimited talk, text, & 4G LTE data Unlimited domestic roaming Optimized video streaming at 480p 11GB of 4G LTE Smartphone Mobile Hotspot (Unlimited 3G after the bucket is used) Stateside International Unlimited Texting Simple Global Mobile Without Borders (No cap) Gogo in-flight 1 hour (unlimited flights)	Yes
GOVFRLD	First Responder Unlimited Talk and Text with 2GB or 6GB 4G LTE Data	$15.00	16%	$12.60	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KB	Unlimited	Feature Dependant	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	End user must be a qualified First Responder. Must add GFR2DATA or GFR6DATA Not compatible with hot spots, data sticks, laptops, netbooks, or other data-first devices 2GB or 6GB of 4G LTE (speeds slow at allotment) Unlimited domestic roaming Optimized video streaming Smartphone mobile hotspot (speeds slow at allotment) Simple Global Stateside International Unlimited Texting Gogo in-flight 1 hour (unlimited flights) Mobile Without Borders	Yes
GFR2DATA	Add-On: 2GB 4G LTE Data for GOVFRLD Unlimited Voice and Data	$0.00	16%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	2GB	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	4G LTE Data	2GB	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	2GB	Speeds slow at 2GB	Yes
GFR6DATA	Add-On: 6GB 4G LTE Data for GOVFRLD Unlimited Voice and Data	$15.00	16%	$12.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	6GB	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	4G LTE Data	4GB	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	6GB	Speeds slow at 6GB	Yes
GGEOBSCTE	Geotab Fleet Management Base Plan	$15.00	16%	$12.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	N/A	N/A	N/A	N/A	No	Geotab Device	N/A	N/A	N/A	N/A	N/A	N/A	GPS location, VIN, Driver ID, and basic IOX support worldwide Unlimited data @512kbps speed Canada and Mexico roaming (all other Simple Global countries blocked Voice barred No HD video	Yes
GGEOHOSTE	Geotab Fleet Management Regulatory Plan	$23.50	16%	$19.74	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	N/A	N/A	N/A	N/A	No	Geotab Device	N/A	N/A	N/A	N/A	N/A	N/A	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 Unlimited data @512kbps speed Canada and Mexico roaming (all other Simple Global countries blocked Voice barred No HD video	Yes
GGEOPROTE	Geotab Fleet Management Pro Plan	$29.00	16%	$24.36	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	N/A	N/A	N/A	N/A	No	Geotab Device	N/A	N/A	N/A	N/A	N/A	N/A	The functionality of the Regulatory plan and support for engine and accelerometer data worldwide Unlimited data @512kbps speed Canada and Mexico roaming (all other Simple Global countries blocked Voice barred No HD video	Yes
GGEOPRXTE	Geotab Fleet Management Pro Plus Plan	$35.00	16%	$29.40	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	N/A	N/A	N/A	N/A	No	Geotab Device	N/A	N/A	N/A	N/A	N/A	N/A	The ProPlus plan offers the greatest functionality, including Active Tracking, a lifetime warranty, and premium services including EV data worldwide Unlimited data @512kbps speed Canada and Mexico roaming (all other Simple Global countries blocked Voice barred No HD video	Yes
GGEOPWSTE	Geotab Public Works plan for Government TE	$37.00	16%	$31.08	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	N/A	N/A	N/A	N/A	No	Geotab Device	N/A	N/A	N/A	N/A	N/A	N/A	Standard Public Works* solution requires: GO9 and T-Harness. The Winter Operations solution requires: GO9, T-Harness, and IOX-WRKS Cable (TMO). Unlimited Data (512 kbps speed) Unlimited SMS Canada and Mexico roaming (all other Simple Global countries blocked) Unlimited domestic roaming Device is eligible for EIP PHP available Voice barred No HD video No data passes	Yes
G2GBMIZ0	EmpowerED Program 2GB Mobile Internet	$0.00	0%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	2GB	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Internet Connected Learning Device	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited data (speeds slow at GB allotment) Mobile Hotspot (speeds slow at GB allotment) Binge On 200MB Domestic data roaming Simple Global Mobile Without Borders Music Freedom All recurring taxes and fees included in MRC EmpowerEd application required from qualified educational institutions. Subject to review and approval.	Yes
G2GBMI10	EmpowerED Program 2GB Mobile Internet	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	2GB	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Internet Connected Learning Device	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited data (speeds slow at GB allotment) Mobile Hotspot (speeds slow at GB allotment) Binge On 200MB Domestic data roaming Simple Global Mobile Without Borders Music Freedom All recurring taxes and fees included in MRC EmpowerEd application required from qualified educational institutions. Subject to review and approval.	Yes

GUNLMINZ	EmpowerED Program Unlimited 4G LTE Mobile Internet	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Internet Connected Learning Device	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited data (speeds slow at GB allotment) Mobile Hotspot (speeds slow at GB allotment Binge On 200MB Domestic data roaming Simple Global Mobile Without Borders Music Freedom All recurring taxes and fees included in MRC EmpowerEd application required from qualified educational institutions. Subject to review and approval.	Yes
GMIUNLMTM	EmpowerED 2.0 Program Unlimited Mobile Internet	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	2GB	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	Yes	Internet Connected Learning Device	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited data (speeds slow at 2GB allotment for limited bucket plan) Mobile Hotspot (speeds slow at 2GB allotment for limited bucket plan). Unlimited hotspot version speeds do Not slow. Binge On 200MB Domestic data roaming Simple Global Mobile Without Borders Music Freedom All recurring taxes and fees included in MRC Optional content filter: GEDFLTER0 - for filtering content on EmpowerED devices EmpowerEd application required from qualified educational institutions. Subject to review and approval.	Yes
GSIPV4	Government Public Static IP Voice	$2.00	0%	$2.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Government Public Static IP Voice, MMS & tethering Not supported. Customized setup on devices needed.	Yes
GSIPV4MI	Government Public Static IP Mobile Internet	$2.00	0%	$2.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Government Public Static IP Mobile Internet. Customized setup on devices needed.	Yes
GSIPMI0	Government Private Static IP Mobile Internet for EmpowerEd only	$0.00	0%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Internet Connected Learning Device	Content Filtering	N/A	N/A	N/A	N/A	N/A	Government Private Static IP Mobile Internet. Customized setup on devices needed.	Yes
ZFLTR1	Business EDU Web Filtering	$1.00	0%	$1.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Internet Connected Learning Device	Content Filtering	N/A	N/A	N/A	N/A	N/A	Web Content Filtering for Business & Government	Yes
GEDFLTR0S, GEDFLTR0B	Gov Edu Web Filtering	$0.00	0%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Internet Connected Learning Device	Content Filtering	N/A	N/A	N/A	N/A	N/A	Web Content Filtering for Government Teacher Plan	Yes
GEDFLTER0	Add-On: EDU EmpowerED Filtering	$0.00	0%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Internet Connected Learning Device	Content Filtering	N/A	N/A	N/A	N/A	N/A	Optional content filtering feature for EmpowerEd Lines EmpowerEd application required from qualified educational institutions. Subject to review and approval.	Yes
GVFRUNL0 & GVFRUNLD4	Government First Responder Voice $0	$0.00	0%	$0.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KB	Unlimited	Feature Dependant	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
GVFR15UNL & GVFRULDT	GovFirstRespond New UNLPLUS	$15.00	0%	$15.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KB	Unlimited	Feature Dependant	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
GSMHSMTM	EmpowerED 2.0 SMHS Month to Month	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	2GB	N/A	KB	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	Tablet or Mobile Internet Device	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited data (speeds slow at 2GB allotment for limited bucket plan) Mobile Hotspot (speeds slow at 2GB allotment for limited bucket plan). Unlimited hotspot version speeds do Not slow. Binge On 200MB Domestic data roaming Simple Global Mobile Without Borders Music Freedom All recurring taxes and fees included in MRC Optional content filter: GEDFLTER0 - for filtering content on EmpowerED devices Plans are voice barred Customers can use Non-native SMS services such as WhatsApp, Facebook messenger, etc Downgrades of plans are Not allowed with in the 24 month term of when a device subsidy is applied to a line. For example, a customer on $20 plan with $200 device subsidy canNot move to the $10 or $0 plan for 24 months since they took advantage of a device discount.	Yes
GCONFR21 + GCH21HS	Connecting Heroes Select	$25.00	16%	$21.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KB	Unlimited	21GB	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited talk, text, and high-speed data. •Additional benefits include 21GB of high-speed smartphone mobile hotspot, then unlimited 3G speeds. •Unlimited texting and data at up to 128kbps when traveling abroad to a Simple Global country. •Unlimited talk, text, and data speeds at up to 128kbps in Canada and Mexico. •Optimized video streaming at up to 480p Standard Definition, and Scam Shield via the T-Mobile Scam Shield app. •Not Subject to the prioritization threshold •Priority Access and Preemption for WPS-enrolled first responders, plus automated WPS enrollment.	Yes
GCONFR41 + GCH41HS	Connecting Heroes Advanced	$34.00	16%	$28.56	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KB	Unlimited	41GB	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited talk, text, and high-speed data. •Additional benefits include 41GB of high-speed smartphone mobile hotspot, then unlimited 3G speeds. •Unlimited texting and data at up to 128kbps when traveling abroad to a Simple Global country. •Unlimited talk, text, and data speeds at up to 128kbps in Canada and Mexico. •Optimized video streaming at up to 480p Standard Definition, and Scam Shield via the T-Mobile Scam Shield app. •Not Subject to the prioritization threshold •Priority Access and Preemption for WPS-enrolled first responders, plus automated WPS enrollment.•Not Subject to the fair usage prioritization threshold •Priority Access and Preemption for WPS-enrolled first responders, plus automated WPS enrollment.	Yes
GCONFR101 + GCH101HS	Connecting Heroes Ultimate	$46.00	16%	$38.64	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KB	Unlimited	101GB	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited talk, text, and high-speed data. •Additional benefits include 101GB of high-speed smartphone mobile hotspot, then unlimited 3G speeds. •Unlimited texting and data at up to 128kbps when traveling abroad to a Simple Global country. •Unlimited talk, text, and data speeds at up to 128kbps in Canada and Mexico. •Optimized video streaming at up to 480p Standard Definition, and Scam Shield via the T-Mobile Scam Shield app. •Not Subject to the prioritization threshold •Priority Access and Preemption for WPS-enrolled first responders, plus automated WPS enrollment.	Yes
GCONHER0	Connecting Heroes Voice	$0.00	0%	$0.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KB	Unlimited	1GB	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited talk, text, & 4G LTE data Unlimited domestic roaming Not subject to the fair usage prioritization threshold Optimized video streaming at 480p 1GB of 4G LTE Smartphone Mobile Hotspot (Unlimited 3G after the bucket is used) Stateside International Unlimited Texting Mobile Without Borders - 128kbps Requres: GVFRUNLDA SOC for Included Data $0 Customer will still be responsible for any open EIPs. No minimum line requirement. Not subject to the fair usage prioritization threshold. WPS is Not included with this plan, but the feature is compatible - customer must request approval for WPS service at https://www.dhs.gov/requesting-gets-and-wps This is a single line rate plan and can't be on a BAN with regular family/pooling plans. No minimum line requirement. Not subject to the fair usage prioritization threshold. Subscriber must be qualified Fire, Police, or EMS	Yes
GVFR15UNL	Connecting Heroes AMP	$15.00	0%	$15.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KB	Unlimited	20GB	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited talk, text, & 4G LTE data Unlimited domestic roaming Not subject to the fair usage prioritization threshold 20GB of 4G LTE Smartphone Mobile Hotspot (Unlimited 3G after the bucket is used) Unlimited HD streaming passes (must be activated) Stateside International Unlimited Texting Simple Global Unlimited 2G data at 2x speeds in 210+ destinations (up to 256kbps) Mobile Without Borders Unlimited Gogo Inflight Wi-Fi (unlimited flights/sessions) Name ID & VTT Requres: GVFRULDT SOC for Connecting Heroes Government First Responder Plus Data $0 $15 plan is tax exclusive. Customers are billed standard taxes and fees per line Customer will still be responsible for any open EIPs Customer must request approval for WPS service at https://www.dhs.gov/requesting-gets-and-wps This is a single line rate plan and can't be on a BAN with regular family/pooling plans. No minimum line requirement. Not subject to the fair usage prioritization threshold. Subscriber must be qualified Fire, Police, or EMS	Yes
GTMOXESTE	Moxee Signal Rate Plan - Government	$15.00	16%	$12.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	3G	Unlimited	N/A	N/A	N/A	N/A	N/A	BYOD, Device Not available from T-Mobile	N/A	N/A	N/A	N/A	N/A	N/A	Unlimted 3G data Unlimited Text Unlimited domestic data roaming International roaming in Simple Global countries (including Canada and Mexico) Rate plan does Not support devices other than Moxee Signal	Yes
GP10M + G100GP10M	Project 10Million TFB 100 GB Per Year Program Plan (NSLP)	$0.00	0%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	GB/Annual	100	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Hotspot device	N/A	N/A	N/A	N/A	N/A	N/A	100 GB data per year. Choice of P10M Mobile hotspot device or SIM card included and discount for select WiFi devices. Education grade Web Filtering. For eligible NSLP student household only. Subject to annual state allotment and Education PM approvals. 5 year T-Mobile commitment. Subject to annual state allotment and Education PM approvals. 5 year T-Mobile commitment.	Yes
GAMP100SL	Project 10Million TFB 100 GB Per Month Program Plan (NSLP)	$12.00	0%	$12.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	GB/Month	100	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Hotspot device	N/A	N/A	N/A	N/A	N/A	N/A	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. Subject to annual state allotment and Education PM approvals. 5 year T-Mobile commitment.	Yes
PP10M15UN	Project 10Million Unlimited Program Plan (NSLP)	$15.00	0%	$15.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	GB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Hotspot device	N/A	N/A	N/A	N/A	N/A	N/A	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. Subject to annual state allotment and Education PM approvals. 5 year T-Mobile commitment.	Yes
GAMP100	Project 10Million TFB 100 GB Per Month General Rate Plan (NSLP & Non-NSLP)	$12.00	0%	$12.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	GB/Month	100	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Hotspot device	N/A	N/A	N/A	N/A	N/A	N/A	100 GB data per month (Month-to-Month Term). Choice of P10M Mobile hotspot device or SIM card included and discount for select WiFi devices.	Yes
P10MUN15	Project 10Million General Unlimited Plans (NSLP & Non-NSLP)	$15.00	0%	$15.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	GB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Hotspot device	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited data per month (2 year commitment). Choice of P10M Mobile hotspot device or SIM card included and discount for select WiFi devices. 2 year T-Mobile commitment	Yes
P10MUN20	Project 10Million General Unlimited Plan (NSLP & Non-NSLP)	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	GB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Hotspot device	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited data per month (1 year commitment). Choice of P10M Mobile hotspot device or SIM card included and discount for select WiFi devices. 1 year T-Mobile commitment	Yes

P10MUN25	Project 10Million General Unlimited Plan (NSLP & Non-NSLP)	$25.00	0%	$25.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	GB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Hotspot device	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited data per month (Month-to-Month Term). Choice of P10M Mobile hotspot device or SIM card included and discount for select WiFi devices.	Yes
DialPad Room Seat	Add-On: DialPad Room Seat	$15.00	0%	$15.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	Adds a common area phone extensions. Customers will be required to sign a T-Mobile Unified Communications Platform (UCP) Addendum to purchase DialPad	Yes
DialPad Contact Center - Pro	Add-On: DialPad Contact Center - Pro	$63.00	0%	$63.00	N/A	N/A	$0.01 inbound $0.02 outbound	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	Inbound call center experience. Customers will be required to sign a T-Mobile Unified Communications Platform (UCP) Addendum to purchase DialPad Per Minute Fee is subject to change	Yes
DialPad Contact Center - Enterprise	Add-On: DialPad Contact Center - Enterprise	$84.00	0%	$84.00	N/A	N/A	$0.01 inbound $0.02 outbound	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	Inbound call center experience. Customers will be required to sign a T-Mobile Unified Communications Platform (UCP) Addendum to purchase DialPad Per Minute Fee is subject to change	Yes
DialPad Sell - Pro	Add-On: DialPad Sell - Pro	$80.00	0%	$80.00	N/A	N/A	$ 0.02	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	Provides an AI-powered outbound communications solution that helps reps learn from customer insights and build meaningful relationships. Customers will be required to sign a T-Mobile Unified Communications Platform (UCP) Addendum to purchase DialPad Per Minute Fee is subject to change	Yes
DialPad Sell - Enterprise	Add-On: DialPad Sell - Enterprise	$101.00	0%	$101.00	N/A	N/A	$ 0.02	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	Provides an AI-powered outbound communications solution that helps reps learn from customer insights and build meaningful relationships. Customers will be required to sign a T-Mobile Unified Communications Platform (UCP) Addendum to purchase DialPad Per Minute Fee is subject to change	Yes
DialPad Sell - Reserved	Add-On: DialPad Sell - Reserved Numbers	$1.00	0%	$1.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	Numbers held but Not used Customers will be required to sign a T-Mobile Unified Communications Platform (UCP) Addendum to purchase DialPad	Yes
GEBBMI10G + TFGEBB	Emergency Broadband (EBB) Simple Choice North America 10GB MI Gov	$0.00	0%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	10GB	10GB	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Hotspots	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	Includes High-speed data in the U.S. 5GB of your high-speed data in Canada and Mexico Up to 10 GB of monthly high-speed mobile internet access. Speeds slowed after 10 GB No annual service contract & No overages. Unlimited international web at 2G speeds while roaming in 210+ countries and destinations. For eligible households only, approval required.	Yes
GEBBTB20G + TFGEBB	EBB Magenta Plus Tablet with 20GB of 4G LTE hotspot data Gov	$0.00	0%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	20GB	20GB	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	IIncludes unlimited 4G LTE tablet data on our network. No data overages. 5GB of your high-speed data in Canada and Mexico Unlimited data at 2G speeds almost everywhere else in the world Video typically streams on smartphone/tablet at DVD quality (480p). 20GB of 4G LTE mobile hotspot, then at max 3G speeds after that For eligible households only, approval required.	Yes
GSLEDSUB1 + GUNLGBHS	Teacher Plans - Subsidy Level 1	$35.00	16%	$29.40	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	Yes	Smartphone	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	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. 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 (1/24th of subsidy per month remaining).	Yes
GSLEDSUB2 + GUNLGBHS	Teacher Plans - Subsidy Level 2	$47.00	16%	$39.48	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	Yes	Smartphone	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	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. 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 (1/24th of subsidy per month remaining).	Yes
GOVWFHITE	Government Home Internet Office	$90.00	16%	$75.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	Yes	T-Mobile 5G Nokia Gateway Router	5G	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	Reliable, high-speed internet to government home offices across America. No data caps and No additional hardware costs (unless you fail to return the hardware if you cancel the line of service.) Includes T-Mobile 5G Nokia Gateway Router device Security and productivity filtering blocks select content. See Sales Rep or T-Mobile.com/filtering for content filtering options and details. Available in select areas. Check employee address list for availability, after Customer signs Consent Authorization. Customer will need to sign an addendum with additional terms & conditions. During congestion, Government Home Office Internet customers may Notice speeds lower than other customers due to data prioritization.	Yes
GFRUNLSL1, GFRSUB1	First Responder Unlimited for Phones w/Device Subsidy Level 1	$46.00	16%	$38.64	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited talk, text, & 4G LTE data; Unlimited domestic roaming Optimized video streaming at 480p 11GB of 4G LTE Smartphone Mobile Hotspot (Unlimited 3G after the bucket is used) Stateside International Unlimited Texting Simple Global Mobile Without Borders (No cap) Gogo in-flight 1 hour (unlimited flights) For the Subsidy to be effective, Customer will activate a line of Service under its Master Account; Each line of Service must remain active, without suspension, for a 90-day period following the activation ("Minimum Activations Period"); any suspension or termination of any line of Service (the "Subsidy Term"); Each line of Service must be activated in accordance with the terms of the Agreement; Each line of Service which is activated under the Master Account can only qualify once for a device subsidy during the Initial Term; The subsidy canNot be combined with any other discounts, credits or promotional offers; 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	Yes
GFRUNLSL2, GFRSUB2	First Responder Unlimited for Phones w/Device Subsidy Level 2	$58.00	16%	$48.72	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited talk, text, & 4G LTE data; Unlimited domestic roaming Optimized video streaming at 480p 11GB of 4G LTE Smartphone Mobile Hotspot (Unlimited 3G after the bucket is used) Stateside International Unlimited Texting Simple Global Mobile Without Borders (No cap) Gogo in-flight 1 hour (unlimited flights) For the Subsidy to be effective, Customer will activate a line of Service under its Master Account; Each line of Service must remain active, without suspension, for a 90-day period following the activation ("Minimum Activations Period"); any suspension or termination of any line of Service (the "Subsidy Term"); Each line of Service must be activated in accordance with the terms of the Agreement; Each line of Service which is activated under the Master Account can only qualify once for a device subsidy during the Initial Term; The subsidy canNot be combined with any other discounts, credits or promotional offers; 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	Yes
GFRUNLSL3, GFRSUB3	First Responder Unlimited for Phones w/Device Subsidy Level 3	$69.00	16%	$57.96	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited talk, text, & 4G LTE data Unlimited domestic roaming Optimized video streaming at 480p 11GB of 4G LTE Smartphone Mobile Hotspot (Unlimited 3G after the bucket is used) Stateside International Unlimited Texting Simple Global Mobile Without Borders (No cap) Gogo in-flight 1 hour (unlimited flights) For the Subsidy to be effective, Customer will activate a line of Service under its Master Account; Each line of Service must remain active, without suspension, for a 90-day period following the activation ("Minimum Activations Period"); any suspension or termination of any line of Service (the "Subsidy Term"); Each line of Service must be activated in accordance with the terms of the Agreement; Each line of Service which is activated under the Master Account can only qualify once for a device subsidy during the Initial Term; The subsidy canNot be combined with any other discounts, credits or promotional offers; 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	Yes
GOVHSFR, GOVFRHS	First Responder Unlimited Mobile Internet Data	$40.00	16%	$33.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Hotspots/Tablets/Routers/Modems	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited 4G LTE Data for Hotspots/Tablets/Routers/Modems End user must be a qualified First Responder.	Yes
GOVFRMI, GOVFRTB11	First Responder Unlimited LTE Data for Tablets	$28.50	16%	$23.94	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	For Single-User Data Only Devices (Non-Tethering) Tablets/iPads End user must be a qualified First Responder.	Yes
GOVFRTB11	First Responder Unlimited LTE Data for Tablets, 11GB hotspot	$28.50	16%	$23.94	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	For Single-User Data Only Devices (Non-Tethering) Tablets/iPads 11GB of 4G LTE hotspot data (with unlimited max 3G hotspot speeds thereafter) End user must be a qualified First Responder.	Yes
GOVFRTB21	First Responder Unlimited LTE Data for Tablets, 21GB hotspot	$40.50	16%	$34.02	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	For Single-User Data Only Devices (Non-Tethering) Tablets/iPads 21GB of 4G LTE hotspot data (with unlimited max 3G hotspot speeds thereafter) End user must be a qualified First Responder.	Yes
GOVFRTB31	First Responder Unlimited LTE Data for Tablets, 31GB hotspot	$45.50	16%	$38.22	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	For Single-User Data Only Devices (Non-Tethering) Tablets/iPads 31GB of 4G LTE hotspot data (with unlimited max 3G hotspot speeds thereafter) End user must be a qualified First Responder.	Yes
GOVFRTB41	First Responder Unlimited LTE Data for Tablets, 41GB hotspot	$57.50	16%	$48.30	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	For Single-User Data Only Devices (Non-Tethering) Tablets/iPads 41GB of 4G LTE hotspot data (with unlimited max 3G hotspot speeds thereafter) End user must be a qualified First Responder.	Yes

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N/A	ES Chat	$5.00	0%	$5.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	Wireless carrier independent and cross carrier capable connectivity. Fastest call setup and best voice quality. Instant secure PTT voice and group text communications. Live and historical (bread crumb) location tracking. In-call preemption and priority based call override. Late join and re-Join on group calls. Presence for groups and individual contacts. Complete user account management through the handset or on the web. Contact List Size: 895 Users Maximum group sizes: Personal Group: 250 Member Group: 250 Open Group: 250 Closed Group: 250 Dispatch Group: 250 Surveillance Channel: 250 Unicast Radio Channel: 250 Broadcast Group: 60,000	Yes
N/A	myDevices Gateway - cellular enabled (opex)	$30.00	0%	$30.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	myDevices Gateway - ethernet only (opex)	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	myDevices Gateway - cellular enabled (capex)	$15.00	0%	$15.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	myDevices Gov Package	$4.50	0%	$4.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	myDevices Gateway - ethernet only (capex)	$4.50	0%	$4.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	myDevices Temperature sensor (capex)	$4.50	0%	$4.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	myDevices Temperature sensor with Data Logging	$4.50	0%	$4.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	myDevices Temperature Probe sensor with Data Logging	$4.50	0%	$4.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	myDevices 3-button satisfaction survey	$4.50	0%	$4.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	myDevices 2 button satisfaction survey	$4.50	0%	$4.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	myDevices Bluetooth beacon	$4.50	0%	$4.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	myDevices Emergency push button with GPS (capex)	$4.50	0%	$4.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	myDevices Smart waste bin sensor	$4.50	0%	$4.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	myDevices Predictive maintenance sensor	$4.50	0%	$4.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	myDevices Desk presence sensor	$4.50	0%	$4.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	myDevices Sound Sensor	$4.50	0%	$4.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	myDevices CO2 sensor	$4.50	0%	$4.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	myDevices Room Occupancy Sensor	$4.50	0%	$4.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	myDevices Smoke and Heat sensor	$4.50	0%	$4.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	myDevices Industrial temperature and humidity sensor with probe	$4.50	0%	$4.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	myDevices Indoor window and door sensor	$4.50	0%	$4.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	myDevices Occupancy, temperature and light sensor	$4.50	0%	$4.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	myDevices Rodent traps with sensor	$4.50	0%	$4.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	myDevices People Counter sensor	$4.50	0%	$4.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	myDevices Machine Condition Monitoring Sensor	$4.50	0%	$4.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	myDevices Water Meter	$4.50	0%	$4.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	myDevices Water Leak Detection	$4.50	0%	$4.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	myDevices Acceleration Based Movement Sensor	$4.50	0%	$4.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	myDevices Vehicle Detection Parking Sensor	$4.50	0%	$4.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	myDevices Push Button (non GPS)	$4.50	0%	$4.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	myDevices Ambiance Monitoring Sensor (motion, humidity, temperature, light, TVOC, CO2, and barometric pressure sensors)	$4.50	0%	$4.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	myDevices Gov Package	$8.50	0%	$8.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	myDevices Temperature sensor (opex)	$8.50	0%	$8.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	myDevices – Optional Setup Fee (Small) - One Time Charge	$0.00	0%		$500.00	Setup Fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	myDevices – Optional Setup Fee (Large) - One Time Charge	$0.00	0%		$1,000.00	Setup Fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	MD Gateway CapEx	$15.00	0%	$15.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	MD Push Button CapEx	$5.00	0%	$5.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	Spireon FleetLocate FL360 LTE Standard	$12.00	0%	$12.00	$50.00	Spireon Setup Fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	Spireon FleetLocate FL360 LTE Gov Package	$14.00	0%	$14.00	$50.00	Spireon Setup Fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	Spireon FleetLocate FL360 LTE Standard w/HOS	$17.00	0%	$17.00	$50.00	Spireon Setup Fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	Spireon FleetLocate FL360 LTE Advanced w/HOS	$25.00	0%	$25.00	$50.00	Spireon Setup Fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	Spireon FleetLocate Trailer Gov Package	$10.95	0%	$10.95	$75.00	Spireon Setup Fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	Control Center - IoT - 1 MB Pooled Price Plan	$1.00	0%	$1.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0.03	N/A	N/A	N/A	KB	1 MB	N/A	Yes	MB	0.1	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	0.01	0.01	No		N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	Control Center - IoT - 10 MB Pooled Price Plan	$1.50	0%	$1.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0.03	N/A	N/A	N/A	KB	10 MB	N/A	Yes	MB	0.05	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	0.01	0.01	No		N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	Control Center - IoT - 250 MB Pooled Price Plan	$3.25	0%	$3.25	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0.03	N/A	N/A	N/A	KB	250 MB	N/A	Yes	MB	0.025	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	0.01	0.01	No		N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	Control Center - IoT - 500 MB Pooled Price Plan	$5.25	0%	$5.25	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0.03	N/A	N/A	N/A	KB	500 MB	N/A	Yes	MB	0.015	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	0.01	0.01	No		N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	Control Center - IoT - 1 GB Pooled Price Plan	$8.00	0%	$8.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0.03	N/A	N/A	N/A	KB	1 GB	N/A	Yes	MB	0.0125	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	0.01	0.01	No		N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	Control Center - IoT - 2 GB Pooled Price Plan	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0.03	N/A	N/A	N/A	KB	2 GB	N/A	Yes	MB	0.01	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	0.01	0.01	No		N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	Control Center - IoT - 5 GB Pooled Price Plan	$22.50	0%	$22.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0.03	N/A	N/A	N/A	KB	5 GB	N/A	Yes	MB	0.01	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	0.01	0.01	No		N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	Control Center - IoT - 10 GB Pooled Price Plan	$43.00	0%	$43.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0.03	N/A	N/A	N/A	KB	10 GB	N/A	Yes	MB	0.01	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	0.01	0.01	No		N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	Control Center - IoT - 25 GB Pooled Price Plan	$100.00	0%	$100.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0.03	N/A	N/A	N/A	KB	25 GB	N/A	Yes	MB	0.01	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	0.01	0.01	No		N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	Control Center - IoT - 50 GB Pooled Price Plan	$192.50	0%	$192.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0.03	N/A	N/A	N/A	KB	50 GB	N/A	Yes	MB	0.01	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	0.01	0.01	No		N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	Control Center - IoT - 75 GB Pooled Price Plan	$273.75	0%	$273.75	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0.03	N/A	N/A	N/A	KB	75 GB	N/A	Yes	MB	0.01	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	0.01	0.01	No		N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	Control Center - IoT - 100 GB Pooled Price Plan	$350.00	0%	$350.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0.03	N/A	N/A	N/A	KB	100 GB	N/A	Yes	MB	0.01	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	0.01	0.01	No		N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	GoCanvas Business	$25.00	4%	$24.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	GoCanvas Professional	$35.00	4%	$33.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	doForms Standard	$10.00	1%	$9.95	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	doForms Advanced	$15.00	0%	$14.95	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	doForms Premium	$20.00	0%	$19.95	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	Encore Classic	$10.00	10%	$9.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	Encore Essentials	$15.00	10%	$13.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	Encore Ultimatee	$20.00	10%	$18.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	Encore Vault EVV	$8.00	10%	$7.20	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	Encore Vault EVV +Time	$12.00	10%	$10.80	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	Encore Vault Classic	$15.00	10%	$13.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	Encore Vault Essentials	$20.00	10%	$18.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	Encore Vault Ultimate	$25.00	10%	$22.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
N/A	Enccore GPS Add-On	$5.00	10%	$4.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
TBD	VM Ware - Providees Vmware Workspace <=10 licenses	$3.78	0%	$3.78	$2,000.00	This is a one time setup cost fo	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
TBD	VM Ware - Providees Vmware Workspace 11 to 100 licenses	$3.69	0%	$3.69	$2,000.00	This is a one time setup cost fo	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
TBD	VM Ware - Providees Vmware Workspace 101 to 500 licenses	$3.59	0%	$3.59	$2,000.00	This is a one time setup cost fo	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
TBD	VM Ware - Providees Vmware Workspace 501 to 1000 licenses	$3.50	0%	$3.50	$2,000.00	This is a one time setup cost fo	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
TBD	IBM MaaS360 Essentials Suite - 10 Licenses or less	$4.00	0%	$4.00	$299.00	Installation Charge	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
TBD	IBM MaaS360 Essentials Suite - 11-100 Licenses or less	$3.90	0%	$3.90	$0.00	Installation for 100 lines and al	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
TBD	IBM MaaS360 Essentials Suite - 101-500 Licenses or less	$3.80	0%	$3.80	$0.00	Installation for 100 lines and al	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
TBD	IBM MaaS360 Essentials Suite - 501-1000 Licenses or less	$3.70	0%	$3.70	$0.00	Installation for 100 lines and al	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
ZUCCARCIV	SMARSH Message Archiving	$5.00	0%	$5.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Archives all SMS, MMS, RCS messages direcly from the T-Mobile network. Direct network capture of messages that are then to the Smarsh connected archive for rapid, faceted search by channel, user, message, direction, message header, Boolean searches, Phrase Searches, Proximity Searches, Wildcard Searches, Special Characters, Regular Expression Searches, Fuzzy Logic Searches, Number of Attachment(s), Attachment Name, Attachment Extension, Document Size incl. Attachments, Attachment Size, Searching by Out of Office.	Yes

Requirements for the Government Unlimited Rate Plan with Subsidy Allowance and First Responder Government Rate Plan with Subsidy Allowance - Smartphones & Tablets

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.

Government Home Office Internet

During congestion, customers on this plan may notice speeds lower than other customers due to data prioritization. Not available in all areas. Plus taxes & fees: Monthly Regulatory Programs (RPF) & Telco Recovery Fee (TRF) totaling $1.16 per data only line ($0.15 for RPF & $1.01 for TRF) apply; taxes/fees approx. 3-12% of bill. Qualifying business or government account and credit approval required. For use only with T-Mobile Gateway for in-home use at location provided at activation. If canceling service, return gateway or pay up to $370. **Video** streaming resolution depends on available speeds. For best performance, leave video streaming applications at their default resolution setting. Not compatible with some live TV streaming services. **Security and productivity filtering** blocks select content. See Sales Rep of T-Mobile.com/filtering for content filtering options and details. **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. See T-Mobile.com/OpenInternet for details. **See Terms and Conditions** 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.

Emergency Broadband Benefit Mobile Internet

Monthly Regulatory Programs (RPF) & Telco Recovery Fee (TRF) totaling $1.16 per line ($0.15 for RPF & $1.01 for TRF) applies; taxes/fees approx. 3% of bill. Partial megabytes rounded up. Full speeds available up to monthly allotment, including tethering; then, slowed to up to 2G speeds through bill cycle. U.S. roaming and on-network data allotments differ: includes 200MB roaming. **Int'l Roaming:** Usage may be taxed in some countries. Standard speeds approx. 128 Kbps. **Not for extended international use; you must reside in the U.S. and primary usage must occur on our U.S. network.** Device must register on our U.S. network before international use. Service may be terminated or restricted for excessive roaming. **Video streams** typically at DVD quality (480p) with Binge On unless video provider opts-out. You may disable Binge On at any time, but will lose Binge On benefits. **Music Streaming:** Licensed music streaming from included services does not count towards high-speed data allotment on T-Mobile's network or in Canada/Mexico. Song downloads, video content, and non-music audio content excluded. For included services, see https://www.t-mobile.com/offers/free-music-streaming. **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. 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.

Emergency Broadband Benefit Tablet

U.S. roaming and on-network data allotments differ: includes 200 MB roaming. Partial megabytes rounded up. **Int'l Roaming:** Usage may be taxed in some countries. Standard speeds up to 256 Kbps. **Not for extended international use; you must reside in the U.S. and primary usage must occur on our U.S. network.** Device must register on our U.S. network before international use. Service may be terminated or restricted for excessive roaming. Activation required to deliver video streams at speeds that provide **HD video** capability (max 1080p); some content providers may not stream their services in HD. May affect speed of video downloads; does not apply to video uploads. **Tethering**: 20GB high-speed data then unlimited on our network at max 3G speeds. For customers using >50GB/mo., majority of data usage must be on tablet. Tablet usage is prioritized over tethering usage, which may result in higher speeds for data used on tablet. **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. 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 $0 Plan and AMP $15 plan are not eligible for any aggregate volume discount; price does not include applicable taxes, fees and surcharges. **For state & local fire, police, and EMS agencies' first responder lines; eligibility verified. Video streaming resolution varies by plan; 480p with Free & Select plans. **Coverage** not available in some areas and may be impacted by emergencies; check your response area. 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 for paid plans; taxes/fees approx. 0–19% of bill. **WPS** eligibility must be confirmed by USDHS. WPS functionality (including priority access and preemption) may not be available while roaming; may default to 4G signal in areas with standalone-only 5G. Completion of calls not guaranteed. 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, unlimited data at up to 128kbps on all plans with up to 5GB high-speed data for Amp, Advanced, & Ultimate plans. **Video streams** at up to 1.5Mbps. Activation required to deliver video streams at speeds that provide HD video capability (max 1080p) with Amp & Advanced plans and UHD video capability (max 4096p) with Ultimate plan; some content providers may not stream their services in HD or UHD. Optimization may affect speed of video downloads; does not apply to video uploads. **Tethering:** After plan allotment of high-speed data 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. Smartphone usage is prioritized over Mobile Hotspot (tethering) usage, which may result in higher speeds for data used on device. **Int'l Roaming:** Usage may be taxed in some countries. Calls from Simple Global countries, including over Wi-Fi, are $.20/min. (no charge for Wi-Fi calls to US, Mexico and Canada). Standard speeds approx. 128 Kbps with Free & Select plans; approx. 256 Kbps with Amp, Advanced & Ultimate plans. **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. Service may be terminated or restricted for excessive roaming. Coverage not available in some areas; we are not responsible for our partners' networks. **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. 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 any, a combination of Connecting Heroes 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.

Geotab: 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: 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.

MyDevices

Customers will be required to sign a myDevices Solutions Services Addendum to purchase myDevices solutions. Monthly recurring charge is net of all discounts. No other service discounts will apply. Monthly Recurring Charge(s) ("MRC") and setup charges do not include taxes, fees, or surcharges. MyDevices is not FedRAMP authorized.

Spireon FleetLocate

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Spireon FleetLocate
Customers will be required to sign a Spireon FleetLocate Solutions Services Addendum to purchase Spireon services. Monthly recurring charge is net of all discounts. No other service discounts will apply. Monthly Recurring Charge(s) ("MRC") and setup charges do not include taxes, fees, or surcharges. Spireon FleetLocate is not FedRAMP authorized.
Control Center IoT Plans
Customers will be required to sign a T-Mobile IOT Services Addendum to purchase IOT pricing. Usage will be measured at the end of each billing cycle and the MRC (monthly recurring charge, or "MRC") and any overage will be billed at the applicable rate. Customer will be billed within the United States in U.S. dollars. The IAS allowance is pooled among all active lines of service on the same price plan. An IAS allowance accrues for a billing cycle only for lines of service that pay an MRC for that billing cycle. Data usage will be billed by kilobytes. Events session will be rounded UP to the next kilobyte. Other taxes and government mandated fees may apply. IoT Services is not FedRAMP authorized.

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MA176
Wireless Data, Voice, and Accessories
Attachment V
Category 3 Subcategory Definitions

Item	Application	Definition
A	Fleet Management	Allows the management of tasks associated with managing a fleet of vehicles through the use of telematics or remote sensing devices.
B	Mobile Device Management /Enterprise Mobility Management (MDM/EMM)	Mobile device management/enterprise mobility management (MDM/EMM) are solutions IT organizations use to manage and support end users' mobile devices, applications and data, and to enforce enterprise security policies.
D	Workforce Management	Workforce management solutions are systems that organizations use to manage personnel who are mobile or regularly operate outside of a fixed office or work location. Functions typically include supervisory monitoring, time and attendance tracking, enforcing pay/workforce rules, scheduling, planning , task management, capacity planning, budgeting, forecasting, and other related functions
E	Field Service Management	Systems that support the management of field service operations typically managing service orders, dispatching technicians, work planning, route optimization, time recording, maintenance data collection/analysis and other related functions.
F	Mobile Data Collection/Mobile Forms	A solution(s) that allow mobile users with cellular-equipped tablets or smartphones to collect data and possibly other information (e.g. pictures, videos, audio notes, locations, etc.), which is then sent over the cellular network to a cloud storage facility from which it can be accessed or downloaded by the customer.
L	Building & Facilities Automation	Similar to Energy Conservation/Management but focused on a wider range of systems including building access, security, and other functions to improve occupant comfort and security, ensure efficient operation of building systems, reduction in energy consumption and operating costs, and improve the life cycle of building utilities.

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MA176

Attachment W-2

Wireless Data, Voice and Accessories

Contractor Award Sheet

Contractor Name: T-Mobile USA, Inc.

Instructions: Please indicate below which categories of award apply to your proposal. Offerors may propose by state if desired in lieu of a National Award for Categories 3 and 4 (Regional). If Regional award is desired please indicate so on this attachment. Organizing your proposal so that each category of award is addressed separately would be preferable.

Category (subcategory)	Yes	No	Regional Award?
Category 3: Turnkey Wireless Solutions (Check this if any subcategories below)			
Category 3: Subcategory A: Fleet Management			
Category 3: Subcategory B: Mobile Device Management /Enterprise Mobility Management (MDM/EMM)	X		
Category 3: Subcategory C: Mobile Integration/Mobile Substitution Solutions		X	
Category 3: Subcategory D: Workforce Management	X		
Category 3: Subcategory E: Field Service Management	X		
Category 3: Subcategory F: Mobile Data Collection/Mobile Forms	X		
Category 3: Subcategory G: Traffic Management and Intelligent Transport Systems (ITS)		X	
Category 3: Subcategory H: Snow & Ice Removal and Route Management		X	
Category 3: Subcategory I: Public Safety Systems		X	
Category 3: Subcategory J: IoT Management		X	
Category 3: Subcategory K: Energy Conservation/ Management		X	
Category 3: Subcategory L: Building & Facilities Automation	X		
Category 3: Subcategory M: Enterprise Messaging		X	
Category 3: Subcategory N: Secure LAN Access		X	
Category 3: Subcategory O: Utility Operations, Monitoring and Support		X	
Category 3: Subcategory P: Health and Human Services		X	

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Category 3: Subcategory Q: Education			

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STATE OF UTAH
CONTRACT AMENDMENT

AMENDMENT # 4 To **CONTRACT** # MA176-1

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between the State of Utah, **Division of Purchasing referred to as State Entity and, T-Mobile USA, Inc., referred to as Contractor.**

THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

1. **Contract period:**

7/1/2019	(original starting date)
8/11/2024	(current ending date)
Unchanged	**new ending date**

2. **Agreed to changes:**

The Parties Agree as follows:

Replace Attachment G of Contract #MA176 with the updated Attachment G

4. **Effective Date of Amendment**: 9/20/20

All other conditions and terms in the original contract and previous amendments remain the same.

IN WITNESS WHEREOF, the parties sign and cause the amendment to be executed.

CONTRACTOR

DocuSigned by:
8E686CC9343743C...
10/16/2020
Contractor's signature Date

David Bezzant Vice President
Type or Print Name and Title

STATE

10/20/2020
Director, Division of Purchasing Date

Christopher Jennings	801-957-7151	N/A	ctjennings@utah.gov
Agency Contact Person	Telephone Number	Fax Number	Email

(Revision 04 October 2018)

Approved by:
DocuSigned by:
Kevin Creed
T-Mobile USA, Inc. Legal Dept.
...

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Plan # of Feature #	Plan or Feature Description	Monthly Cost Before Discount	Discount Percentage	NASPO ValuePoint Monthly Cost (net of discount)	One time Cost Amount	Description of One Time Cost	Details of Plan																				Details of Add On Features						Plan or Feature Rules & Restrictions	Available to new Users Currently
							Voice							Data						Messaging					Equipment										
							anytime minutes included	nights / weekend minutes included	provider to provider minutes included	cost per minute overage - any time	cost per minute overage - night / weekend	cost per minute overage - provider to provider	Pooled	measurement for billing	qty included	throttles after how much monthly usage	Pooled	overage unit measurement?	overage cost per unit	data network??	Qty SMS included	Qty MMS included	Pooled	cost per SMS over	cost per MMS over	Subsidized Device	Equipment Requirements	description of unit	qty of units included	units of overage	cost per unit of overage	data network??	throttles after how much monthly usage		
10GB0Z	Add-on: 10GB Data for Simple Choice	$30.00	0%	$30.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Smartphones	GB data	Unlimited	N/A	N/A	High-speed	10GB	•Unlimited data. Speeds slow at 10GB allotment. •Smartphone Mobile Hotspot. Speeds slow at 10GB allotment. •Data Stash up to 20GB •Binge On optimized video •Domestic data roaming •Music Freedom •For Smartphone and BB10 devices only.	Yes
Z2GB0DATA	Add-On: 2 GB data for Simple Choice Unlimited data with 2 GB high-speed Smartphone Mobile Hotspot. Speeds slow at GB allotment Domestic data roaming	$0.00	16%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	2GB	N/A	N/A	N/A	5G/4G LTE/3	N/A	N/A	N/A	N/A	N/A	No	Smartphone	4G LTE Data	2 GB	N/A	N/A	5G/4G LTE/3G/EDG	2GB	N/A	Yes
6GB0Z	Add-on: 6 GB Data for Simple Choice	$15.00	0%	$15.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Smartphones	GB data	Unlimited	N/A	N/A	High-speed	6GB	•Unlimited data. Speeds slow at 6GB allotment. •Smartphone Mobile Hotspot. Speeds slow at 6GB allotment. •Data Stash up to 20GB •Binge On optimized video •Domestic data roaming •Music Freedom •For Smartphone and BB10 devices only.	Yes
NO0DATA	Add-On: No Data Service No Data feature for Government Unlimited for Phones Subsidy version 1.0 and 2.0 plans or Government Unlimited plans	$0.00	16%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Smartphone	No Data Service	N/A	N/A	N/A	N/A	N/A	N/A	Yes
GOV1PLUS	Add-on: T-Mobile ONE Plus (Smartphone)	$15.00	0%	$15.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Smartphones	Add-On to T-Mobile	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	•Unlimited 4G LTE device data •20GB 4G LTE mobile hotspot •Unlimited 3G mobile hotspot after 20GB (up to 600kbps) •Unlimited HD streaming passes (must be activated) •Simple Global—Unlimited 2G data at 2x speeds in 210+ destinations (up to 256kbps) •Mobile Without Borders—5GB 4G LTE device data in Mexico & Canada •Unlimited Gogo Inflight Wi-Fi (unlimited flights/sessions) •Name ID •Voicemail to Text •Unlimited domestic data roaming	Yes
G1PLUS0	Add-on: T-Mobile ONE Plus (Smartphone) ONE+ONE Plus	$0.00	0%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Smartphones	Add-On to T-Mobile	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	•Unlimited 4G LTE device data •20GB 4G LTE mobile hotspot •Unlimited 3G mobile hotspot after 20GB (up to 600kbps) •Unlimited HD streaming passes (must be activated) •Simple Global—Unlimited 2G data at 2x speeds in 210+ destinations (up to 256kbps) •Mobile Without Borders—5GB 4G LTE device data in Mexico & Canada •Unlimited Gogo Inflight Wi-Fi (unlimited flights/sessions) •Name ID •Voicemail to Text •Unlimited domestic data roaming	Yes
G1PLUSMI	Add-on: T-Mobile ONE Plus Government (Tablet)	$15.00	16%	$12.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Tablets	Add-on to T-Mobile	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	•Unlimited 4G LTE device data •20GB 4G LTE mobile hotspot •Unlimited 3G mobile hotspot after 20GB (up to 600kbps) •Unlimited HD streaming passes (must be activated) •Simple Global—Unlimited 2G data at 2x speeds in 210+ destinations (up to 256kbps) •Mobile Without Borders—5GB 4G LTE device data in Mexico & Canada •Unlimited domestic data roaming	Yes
GTM1DAT	Add-on: T-Mobile ONE Unlimited Data	$0.00	0%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Smartphones	Add-on to T-Mobile	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	•Unlimited 4G LTE device data •1GB Smartphone Mobile Hotspot •Unlimited Smartphone Mobile Hotspot @512kbps •Optimized video streaming at 480p •Gogo in-flight 1 hour (unlimited flights) •Unlimited domestic data roaming	Yes
GTM1PLMI	Add-on: T-Mobile ONE Tablet for Government	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Tablet	Add-on to T-Mobile	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	•Unlimited 4G LTE device data •1.5GB 4G LTE Smartphone Mobile Hotspot (3G speeds after that) •Unlimited HD video streaming (must be activated via T-Mobile app or My T-Mobile) •2X faster Simple Global data roaming (up to 256kbps) •Unlimited domestic data roaming •ONE Plus Voice also includes the following: •Gogo in-flight (unlimited flights/sessions) •Name ID •Voicemail to Text	Yes
GTM1PLS2	Add-on: T-Mobile ONE Plus Voice for Government	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Smartphones	Add-on to T-Mobile	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	•Unlimited 4G LTE device data •1.5GB 4G LTE Smartphone Mobile Hotspot (3G speeds after that) •Unlimited HD video streaming (must be activated via T-Mobile app or My T-Mobile) •2X faster Simple Global data roaming (up to 256kbps) •Unlimited domestic data roaming •ONE Plus Voice also includes the following: •Gogo in-flight (unlimited flights/sessions) •Name ID •Voicemail to Text	Yes
STV10GBMI	BIZ SC STK8L MI 10GB	$50.00	0%	$50.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	10GB	N/A	Yes	GB	$5.00	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •Simple Global •Mobile Without Borders •Stateside International Unlimited Texting •Smartphone Mobile Hotspot (up to full pool amount; regular per GB charge after) •Limited Domestic data roaming •Music Freedom (on any line participating in the data pool) •Business Customer Service •$5 per GB additional for data over their pool allotment •$10 Hybrid BAN Discount	Yes
STV14GBMI	BIZ SC STK8L MI 14GB	$65.00	0%	$65.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	14GB	N/A	Yes	GB	$5.00	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •Simple Global •Mobile Without Borders •Stateside International Unlimited Texting •Smartphone Mobile Hotspot (up to full pool amount; regular per GB charge after) •Limited Domestic data roaming •Music Freedom (on any line participating in the data pool) •Business Customer Service •$5 per GB additional for data over their pool allotment •$10 Hybrid BAN Discount	Yes
STV2GBMI	BIZ SC STK8L MI 2GB	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	2GB	N/A	Yes	GB	$5.00	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •Simple Global •Mobile Without Borders •Stateside International Unlimited Texting •Smartphone Mobile Hotspot (up to full pool amount; regular per GB charge after) •Limited Domestic data roaming •Music Freedom (on any line participating in the data pool) •Business Customer Service •$5 per GB additional for data over their pool allotment •$10 Hybrid BAN Discount	Yes
STV30GBMI	BIZ SC STK8L MI 30GB	$135.00	0%	$135.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	30GB	N/A	Yes	GB	$5.00	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •Simple Global •Mobile Without Borders •Stateside International Unlimited Texting •Smartphone Mobile Hotspot (up to full pool amount; regular per GB charge after) •Limited Domestic data roaming •Music Freedom (on any line participating in the data pool) •Business Customer Service •$5 per GB additional for data over their pool allotment •$10 Hybrid BAN Discount	Yes

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STV6GBMI	BIZ SC STKBL MI 6GB	$35.00	0%	$35.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	6GB	N/A	Yes	GB	$5.00	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •Simple Global •Mobile Without Borders •Stateside International Unlimited Texting •Smartphone Mobile Hotspot (up to full pool amount; regular per GB charge after) •Limited Domestic data roaming •Music Freedom (on any line participating in the data pool) •Business Customer Service •$5 per GB additional for data over their pool allotment •$10 hybrid BAN Discount	Yes
CDHUNBBG	GOV Classic BISBES UNL DOP	$50.00	0%	$50.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	N/A	N/A	N/A	N/A	4G LTE/3G/E	Unlimited	Unlimited	N/A	N/A	N/A	No	BlackBerry BIS/BES	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data (no speed reduction) •Unlimited SMS and MMS •2GB of Smartphone Mobile Hotspot (SMHS) •SMHS slows once the SMHS bucket limit has been reached •No domestic roaming for SMHS •Domestic roaming •Music Freedom •Simple Global •Stateside International Unlimited Text Messaging •Includes personal and corporate email, but excludes BB10 •Plans are voice barred	Yes
VUNLMBBG	Government Simple Choice Mobile Internet Unlimited	$35.00	16%	$29.40	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	N/A	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablets, Wi-Fi hotspots and data	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data (not subject to de-prioritization) •Unlimited domestic messaging •Smartphone Mobile Hotspot •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Music Freedom	Yes
TBD	IoT 10GB	$80.00	0%	$80.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	10GB	N/A	MB	$0.01		N/A	N/A	N/A	N/A	N/A	N/A	IoT	N/A	N/A	N/A	N/A	N/A	N/A	IoT 10GB	Yes
TBD	IoT 10MB	$1.00	0%	$1.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	10MB	N/A	MB	$0.01		N/A	N/A	N/A	N/A	N/A	N/A	IoT	N/A	N/A	N/A	N/A	N/A	N/A	IoT 10MB	Yes
TBD	IoT 1GB Failover	$7.00	0%	$7.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	1GB	N/A	MB	$0.007		N/A	N/A	N/A	N/A	N/A	N/A	IoT	N/A	N/A	N/A	N/A	N/A	N/A	IoT 1GB Failover	Yes
TBD	IoT 1GB Standard	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	1GB	N/A	MB	$0.01		N/A	N/A	N/A	N/A	N/A	N/A	IoT	N/A	N/A	N/A	N/A	N/A	N/A	IoT 1GB Standard	Yes
TBD	IoT 1MB	$0.60	0%	$0.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	1MB	N/A	MB	$0.025		N/A	N/A	N/A	N/A	N/A	N/A	IoT	N/A	N/A	N/A	N/A	N/A	N/A	IoT 1MB	Yes
TBD	IoT 3GB	$27.00	0%	$27.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	3GB	N/A	MB	$0.01		N/A	N/A	N/A	N/A	N/A	N/A	IoT	N/A	N/A	N/A	N/A	N/A	N/A	IoT 3GB	Yes
TBD	IoT 5GB	$45.00	0%	$45.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	5GB	N/A	MB	$0.01		N/A	N/A	N/A	N/A	N/A	N/A	IoT	N/A	N/A	N/A	N/A	N/A	N/A	IoT 5GB	Yes
ZM2M128KT	Machine to Machine 128kbps with Text	$5.00	0%	$5.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	Unlimited	No	N/A	N/A	128 kbps spe	500	N/A	No	N/A	N/A	No	M2M	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data •Voice barred •500 SMS (When the bucket is used, no more SMS can be sent.) •200mb domestic data roaming	Yes
ZM2M512KT	Machine to Machine 512kbps with Text	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	Unlimited	No	N/A	N/A	512 kbps spe	500	N/A	No	N/A	N/A	No	M2M	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data •Voice barred •500 SMS (When the bucket is used, no more SMS can be sent.) •200mb domestic data roaming	Yes
ZNAMI2GB	Simple Choice Mobile Internet Business 2GB	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	2GB	No	N/A	N/A	4G LTE	Unlimited	Unlimited	No	N/A	N/A	No	Tablets, Wi-Fi hotspots and data	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data (speeds slow at 2GB allotment) •Unlimited messaging •Smartphone Mobile Hotspot (speeds slow at 2GB allotment) •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Music Freedom	Yes
GSYNCFLTE	SyncUP FLEET Government	$15.00	16%	$12.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	Unlimited	No	N/A	N/A	512 kbps spe	Unlimited	N/A	No	N/A	N/A	No	SyncUP FLEETs	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited Data (512 kbps speed) •Unlimited SMS •Canada and Mexico roaming (all other Simple Global countries blocked) •Mobile Without Borders •Unlimited domestic roaming •Device is eligible for EIP •PHP available •Tethering is disabled •Voice barred •No HD video •No data passes	Yes
GTM1TAB	T-Mobile ONE Tablet for Government	$23.50	16%	$19.74	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	Unlimited	N/A	N/A	N/A	4G LTE	Unlimited	Unlimited	No	N/A	N/A	No	Tablets	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging and high-speed data •1GB of 4G LTE Smartphone Mobile Hotspot (reduced to 3G after the bucket is used) •Simple Global •Optimized video streaming at 480p •Stateside International Unlimited Texting •Mobile Without Borders •Domestic data roaming	Yes
GOVUTTP6	GOV SC UNL T&T 6 lines incl.	$120.00	16%	$100.80	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Text Messaging	Yes
SCVUTTGOV	GOV Simple Choice VAL UNLT&T	$50.00	16%	$42.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Text Messaging	Yes
SCVPUTTG6	GOV SmpCh Val UnlTT Pool 6+	$120.00	16%	$100.80	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Text Messaging •6+ lines	Yes
ZNATTU12	Simple Choice Voice (13 lines)	$195.00	16%	$163.80	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Business Customer Service	Yes
GTM1PS100	T-Mobile ONE for Government	$29.00	16%	$24.36	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	No	KBs	Unlimited	N/A	No	N/A	N/A	4G LTE	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes, messaging, and high-speed data •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders	Yes
G1PLSALL	T-Mobile ONE w/ ONE Plus Government 2+ lines	$176.00	16%	$147.84	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	No	Kbs	Unlimited	Unlimited	No	N/A	N/A	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes, messaging, and high-speed data •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Must add $0 ONE Plus to each line to receive all benefits	Yes
GOVW500MB	GOV Wearable 500MB Separate#	$10.00	16%	$8.40	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	500MB	No	N/A	N/A	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Any wearable devices sold by T-	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes & messaging •Unlimited data with 500MB high-speed. Speeds slow after 500MB •Smartphone Mobile Hotspot. Speeds slow at MB allotment •Simple Global •Stateside International Unlimited Texting •Music Freedom •Limited domestic data roaming	Yes
ZNA100GST	Simple Choice 100GB Pooled Data North America (first 10 lines)	$150.00	15%	$127.50	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	GB	100GB	N/A	Yes	GB	$4.25	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Music Freedom(on any line participating in the data pool) •Smartphone Mobile Hotspot(up to full pool amount; regular per GB charge after) •Mobile Without Borders •Business Customer Service •$4.25 per GB •10 line minimum	Yes
ZNA2GBST	Simple Choice 2GB Pooled Data North America (first 10 lines)	$150.00	15%	$127.50																								N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Music Freedom (on any line participating in the data pool) •Smartphone Mobile Hotspot (up to full pool amount; regular per GB charge after) •Mobile Without Borders •Business Customer Service •$5 per GB •10 line minimum	Yes

ZNA30GBST	Simple Choice 30GB Pooled Data North America (first 10 lines)	$150.00	15%	$127.50	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	GB	30GB	N/A	Yes	GB	$4.50	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Music Freedom(on any line participating in the data pool) •Smartphone Mobile Hotspot(up to full pool amount; regular per GB charge after) •Mobile Without Borders •Business Customer Service •$4.50 per GB •10 line minimum	Yes
ZNAMI6GB	Simple Choice 6GB Mobile Internet w/ Data Stash & SMHS	$25.00	0%	$25.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	6GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data (speeds slow at 6GB allotment) •Unlimited messaging •Smartphone Mobile Hotspot (speeds slow at 6GB allotment) •Data Stash up to 20GB •Binge On optimized video (free streaming for 6GB & higher plans only) •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Music Freedom	Yes
ZADDUT15	Simple Choice Unlimited Talk, Text & Data - AAL	$15.00	16%	$12.60	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	Add a line to ZNATTU12	Yes
ZNATTU10	Simple Choice Voice (10 line)	$150.00	16%	$126.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Business Customer Service	Yes
ZNATTU2	Simple Choice Voice (2 lines)	$80.00	16%	$67.20	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Business Customer Service	Yes
ZADDUT10	Simple Choice Voice (3-12 lines) - AAL	$10.00	16%	$8.40	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	Add a line to ZNATTU2	Yes
G1PLSADD	T-Mobile ONE w/ One Plus Government - AAL	$29.00	16%	$24.36	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	Add a line to G1PLSALL	Yes
GSYNCFLET	SyncUP FLEET Government TI	$15.00	16%	$12.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	2GB	N/A	N/A	N/A	512 kbps spe	N/A	N/A	N/A	N/A	N/A	No	SyncUP FLEETs	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited Data (512 kbps speed) •Unlimited SMS •Canada and Mexico roaming (all other Simple Global countries blocked) •Mobile Without Borders •Unlimited domestic roaming •Tethering is disabled •Voice barred •No HD video •No data passes	Yes
BZPMRV0	B2B $0 Per Min Rate Plan	$0.00	0%	$0.00	N/A	N/A	$0.05	$0.05	$0.05	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$0.20	$0.20	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•$0.05 per minute •$0.20 per message	No
B2BPMRV5	B2B Per Min Rate Plan	$5.00	0%	$5.00	N/A	N/A	$0.05	$0.05	$0.05	N/A	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$0.20	$0.20	No	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•$0.05 per minute •$0.20 per message	No
PMR500	Talk Per Minute Rating 500	$4.99	0%	$4.99	N/A	N/A	$0.05	$0.05	$0.05	N/A	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$0.20	$0.20	No	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	Minimum 500 lines	No
PMR500CH0	Voice Per Minute Rating	$0.00	0%	$0.00	N/A	N/A	$0.05	$0.05	$0.05	N/A	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$0.20	$0.20	No	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	Minimum 500 lines	No
WSCAPMR	Voice Per Minute Rating	$0.00	0%	$0.00	N/A	N/A	$0.08	$0.08	$0.08	N/A	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$0.20	$0.20	No	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A		No
B2B100AP	B2B Single Line Voice 100 min	$14.99	0%	$14.99	N/A	N/A	100	Unlimited	Unlimited	$0.10	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	400	N/A	No	$0.20	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	•Allotted Whenever minutes •400 Text Messages •Unlimited Nights & Weekends •Unlimited Mobile to Mobile •Unlimited Call Forwarding •24 month service agreement required for new activations.	No
SCV100STB	BIZ SmpChVAL 100minUnlTxt+D	$5.00	0%	$5.00	N/A	N/A	100	Unlimited	Unlimited	$0.25	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•100 minutes (voice overage charge of $0.25 per minute) •Unlimited Nights and Weekends •Unlimited T-Mobile to T-Mobile •Unlimited messaging •International roaming included. •Unlimited international text included.	No
B2B300AP	B2B Single Line Voice 300 min	$21.99	0%	$21.99	N/A	N/A	300	Unlimited	Unlimited	$0.10	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	400	N/A	No	$0.20	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Allotted Whenever minutes •400 Text Messages •Unlimited Nights & Weekends •Unlimited Mobile to Mobile •Unlimited Call Forwarding •Overage: Talk: $0.10/minute (including voicemail access) Text: $0.20/msg Web: Based on data feature	No
CLS300STB	BIZClassic300minUnlText+D	$30.00	0%	$30.00	N/A	N/A	300	Unlimited	Unlimited	$0.25	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•300 minutes (voice overage charge of $0.25 per minute) •Unlimited Nights and Weekends •Unlimited T-Mobile to T-Mobile •Unlimited messaging •International roaming included •Unlimited international text included	No
SCV300STB	Stackable 300 Minutes and Unlimited Text	$10.00	0%	$10.00	N/A	N/A	300	Unlimited	Unlimited	$0.25	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Phones, Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	Voice and messages only. Data not included.	No
PC500T	Even More 500	$39.99	0%	$39.99	N/A	N/A	500	Unlimited	Unlimited	N/A	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	• 500 nationwide minutes • Unlimited nights and weekends • Unlimited T-Mobile to T-Mobile • 24 month service agreement for new activations	No
B2B600AP	B2B Single Line Voice 600 min	$26.99	0%	$26.99	N/A	N/A	600	Unlimited	Unlimited	$0.10	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	400	N/A	No	$0.20	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Allotted Whenever minutes •400 Text Messages •Unlimited Nights & Weekends •Unlimited Mobile to Mobile •Unlimited Call Forwarding •Overage: Talk: $0.10/minute (including voicemail access) Text: $0.20/msg Web: Based on data feature	No
CLS600STB	BIZClassic600minUnlText+D	$35.00	0%	$35.00	N/A	N/A	600	Unlimited	Unlimited	$0.25	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•600 minutes (voice overage charge of $0.25 per minute) •Unlimited Nights and Weekends •Unlimited T-Mobile to T-Mobile •Unlimited messaging •International roaming included •Unlimited international text included	No
SCV600STB	Stackable 600 Minutes and Unlimited Text	$15.00	0%	$15.00	N/A	N/A	600	Unlimited	Unlimited	$0.25	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Phones, Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	Voice and messages only. Data not included.	No
NW10002YN	1000 Minutes N / W	$39.99	0%	$39.99	N/A	N/A	1000	Unlimited	Unlimited	N/A	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	• 1000 Whenever Minutes • Unlimited Weekends • Unlimited Nights • 24 month contract agreement required.	No
FT1000N	Family Time 1000	$49.99	0%	$49.99	N/A	N/A	1000	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	• 1000 Whenever Minutes Shared • Unlimited Whenever Mobile-to-Mobile	No
FTNT1000H	FamTime Unl Nts 1000	$69.99	0%	$69.99	N/A	N/A	1000	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	• 1000 Whenever Minutes Shared • Unlimited Weekends Shared Unlimited Nights Shared • Unlimited Whenever T-Mobile-to-T-Mobile Shared • With Overage Alerts	No
FTNT1000N	FamTime Unl Nts 1000	$69.99	0%	$69.99	N/A	N/A	1000	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	• 1000 Whenever Minutes Shared • Unlimited Weekends Shared Unlimited Nights Shared • Unlimited Whenever T-Mobile-to-T-Mobile Shared • Without overage alerts	No
FTNT700N	FamTime Unl Nts 700	$59.99	0%	$59.99	N/A	N/A	1000	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	• 700 Whenever Minutes Shared • Unlimited Weekends Shared • Unlimited Nights Shared • Unlimited Whenever T-Mobile-to-T-Mobile Shared • Without overage alerts	No
ENTV5	Business Enterprise Pooling 5,000	line after 5)	0%		N/A	N/A	5,000	Unlimited	Unlimited	$0.25	N/A	N/A	Yes	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$0.20	$0.20	No	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Minimum 2 lines required •1 year service agreement required for new activations.	No
ENTV10	Business Enterprise Pooling 10,000	line after 5)	0%		N/A	N/A	10,000	Unlimited	Unlimited	$0.25	N/A	N/A	Yes	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$0.20	$0.20	No	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Minimum 2 lines required •1 year service agreement required for new activations.	No
ENTV20	Business Enterprise Pooling 20,000	line after 5)	0%		N/A	N/A	20,000	Unlimited	Unlimited	$0.25	N/A	N/A	Yes	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$0.20	$0.20	No	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Minimum 2 lines required •1 year service agreement required for new activations.	No
ENTV25	Business Enterprise Pooling 25,000	line after 5)	0%		N/A	N/A	25,000	Unlimited	Unlimited	$0.25	N/A	N/A	Yes	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$0.20	$0.20	No	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Minimum 2 lines required •1 year service agreement required for new activations.	No
ENTV50	Business Enterprise Pooling 50,000	line after 5)	0%		N/A	N/A	50,000	Unlimited	Unlimited	$0.20	N/A	N/A	Yes	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$0.20	$0.20	No	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Minimum 2 lines required •1 year service agreement required for new activations.	No

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ZDIGITSAW	DIGITS Apple Watch @Work	$15.00	0%	$15.00	N/A	N/A	Based on pri	Based on pri	Based on pri	Based on pri	Based on pri	Based on pri	Based on pri	KBs	Unlimited	N/A	N/A	N/A	N/A	N/A	Based on pri	Based on pri	Based on pri	Based on pri	Based on pri	No	Apple Watch	N/A	N/A	N/A	N/A	N/A	N/A	•Another new line with the same MSISDN as your existing line for calls and messages. •Minutes and messaging based on primary line's plan. •Unlimited 4G LTE data for the Apple Watch. •Designed exclusively for Apple Watch series 3 & 4. •Tax Inclusive	No
ZDIGITAWE	DIGITS Apple Watch @Work TE	$15.00	0%	$15.00	N/A	N/A	Based on pri	Based on pri	Based on pri	Based on pri	Based on pri	Based on pri	Based on pri	KBs	Unlimited	N/A	N/A	N/A	N/A	N/A	Based on pri	Based on pri	Based on pri	Based on pri	Based on pri	No	Apple Watch	N/A	N/A	N/A	N/A	N/A	N/A	•Another new line with the same MSISDN as your existing line for calls and messages. •Minutes and messaging based on primary line's plan. •Unlimited 4G LTE data for the Apple Watch. •Designed exclusively for Apple Watch series 3 & 4. •Tax Exclusive	No
Z1GBMISTX	1GB SC Pooled Stand Alone MI	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	1GB	1GB	Yes	GB	$5.00	4G LTE/3G/EI	N/A	N/A	N/A	N/A	N/A	No	Tablets	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Music Freedom (on any line participating in the data pool) •Smartphone Mobile Hotspot (up to full pool amount; regular per GB charge after) •Limited Domestic data roaming included •Business Customer Service •$5 per additional GB for data over their pool allotment	No
B2BMIMD5	5GB MatchPhoneData Up to 5GB	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	5GB	No	N/A	N/A	4G LTE/3G/EI	Unlimited	Unlimited	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data. Speeds slow at GB allotment •Unlimited messaging •Smartphone Mobile Hotspot. Speeds slow at GB allotment •Binge On optimized video •Music Freedom Streaming •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Limited domestic data roaming	No
B2B2GOV	B2B 2GB MI w/Overage	$34.99	0%	$34.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	2GB	N/A	No	MB	$0.03	3G/EDGE/HS	2GB	N/A	No	N/A	N/A	Yes	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•24 month contract required for new activations. •$200 early termination fee	No
B2BOF10GA	B2B MI 10GB Overage Free	$67.99	0%	$67.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	10GB	No	No	N/A	3G/EDGE/HS	10GB	N/A	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•24 month contract required for new activations. •$200 early termination fee	No
B2BOF2GA	B2B MI 2GB Overage Free	$27.99	0%	$27.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	2GB	No	No	N/A	3G/EDGE/HS	2GB	N/A	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•24 month contract required for new activations. •$200 early termination fee	No
B2B2GOVA	B2B MI 2GB w/Overage	$24.99	0%	$24.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	2GB	N/A	No	MB	$0.03	3G/EDGE/HS	2GB	N/A	No	N/A	N/A	Yes	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•24 month contract required for new activations. •$200 early termination fee	No
B2BOF500A	B2B MI 500MB Overage Free	$24.99	0%	$24.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	500MB	No	No	N/A	3G/EDGE/HS	500MB	N/A	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•24 month contract required for new activations. •$200 early termination fee	No
B2BOF5GA	B2B MI 5GB Overage Free	$42.99	0%	$42.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	5GB	No	No	N/A	3G/EDGE/HS	5GB	N/A	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•24 month contract required for new activations. •$200 early termination fee	No
B2BXOF2G	B2B Val 2GB MI Overage Free	$32.99	0%	$32.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	2GB	N/A	No	MB	N/A	3G/EDGE/HS	2GB	N/A	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•24 month contract required for new activations. •$200 early termination fee	No
B2BX5GOV	B2B Val 5GB MI w/Overage	$39.99	0%	$39.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	5GB	N/A	No	MB	$0.02	3G/EDGE/HS	5GB	N/A	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•24 month contract required for new activations. •$200 early termination fee	No
B2BX500OA	B2B Val MI 500MB w/Overage	$14.99	0%	$14.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	500MB	N/A	No	MB	$0.10	3G/EDGE/HS	500MB	N/A	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•24 month contract required for new activations. •$200 early termination fee	No
CLSMBB10B	BIZ CLS MI 11GB	$80.00	16%	$67.20	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	11GB	No	N/A	N/A	4G LTE/3G/EI	Unlimited	Unlimited	No	N/A	N/A	Yes	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •Unlimited data with speed reduction once allotment is reached. •International roaming at no additional charge. Refer to Simple Global for details. •Unlimited international text messaging at no additional charge. See Stateside International: Postpaid for complete details. •$200 Early termination fee •New activations may need a 24-month service agreement.	No
500MBBCZ	BIZ CLS MI 1GB	$30.00	16%	$25.20	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	1GB	No	N/A	N/A	4G LTE/3G/EI	Unlimited	Unlimited	No	N/A	N/A	Yes	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •Unlimited data with speed reduction once allotment is reached. •International roaming at no additional charge. Refer to Simple Global for details. •Unlimited international text messaging at no additional charge. See Stateside International: Postpaid for complete details. •$200 Early termination fee •New activations may need a 24-month service agreement.	No
CLSMBB2HB	BIZ CLS MI 3GB	$40.00	16%	$33.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	3GB	No	N/A	N/A	4G LTE/3G/EI	Unlimited	Unlimited	No	N/A	N/A	Yes	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •Unlimited data with speed reduction once allotment is reached. •International roaming at no additional charge. Refer to Simple Global for details. •Unlimited international text messaging at no additional charge. See Stateside International: Postpaid for complete details. •$200 Early termination fee •New activations may need a 24-month service agreement.	No
CLSMBB4HB	BIZ CLS MI 5GB	$50.00	16%	$42.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	5GB	No	N/A	N/A	4G LTE/3G/EI	Unlimited	Unlimited	No	N/A	N/A	Yes	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •Unlimited data with speed reduction once allotment is reached. •International roaming at no additional charge. Refer to Simple Global for details. •Unlimited international text messaging at no additional charge. See Stateside International: Postpaid for complete details. •$200 Early termination fee •New activations may need a 24-month service agreement.	No
CLSMBB6HB	BIZ CLS MI 7GB	$60.00	16%	$50.40	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	7GB	No	N/A	N/A	4G LTE/3G/EI	Unlimited	Unlimited	No	N/A	N/A	Yes	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •Unlimited data with speed reduction once allotment is reached. •International roaming at no additional charge. Refer to Simple Global for details. •Unlimited international text messaging at no additional charge. See Stateside International: Postpaid for complete details. •$200 Early termination fee •New activations may need a 24-month service agreement.	No
CLSMBB8HB	BIZ CLS MI 9GB	$70.00	16%	$58.80	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	9GB	No	N/A	N/A	4G LTE/3G/EI	Unlimited	Unlimited	No	N/A	N/A	Yes	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •Unlimited data with speed reduction once allotment is reached. •International roaming at no additional charge. Refer to Simple Global for details. •Unlimited international text messaging at no additional charge. See Stateside International: Postpaid for complete details. •$200 Early termination fee •New activations may need a 24-month service agreement.	No
STC500MBB	BIZ CLS STKBL MI 1GB	$30.00	16%	$25.20	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	1GB	N/A	No	MB	$0.03	4G LTE/3G/EI	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Limited Bucket Data with NO data speed reduction •Unlimited domestic SMS / MMS •International roaming at no additional charge •Unlimited international text messaging at no additional charge •Smartphone Mobile Hotspot •SMHS is allowed and it consumes the plan's data allotment. •No domestic roaming for SMHS. •Overage $.03 per MB used over allotment •24 month data service requirement •$200 Early termination fee	No
STC2GBMBB	BIZ CLS STKBL MI 3GB	$40.00	16%	$33.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	3GB	N/A	No	MB	$0.03	4G LTE/3G/EI	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Limited Bucket Data with NO data speed reduction •Unlimited domestic SMS / MMS •International roaming at no additional charge •Unlimited international text messaging at no additional charge •Smartphone Mobile Hotspot •SMHS is allowed and it consumes the plan's data allotment. •No domestic roaming for SMHS. •Overage $.03 per MB used over allotment •24 month data service requirement •$200 Early termination fee	No
STC4GBMBB	BIZ CLS STKBL MI 5GB	$50.00		$50.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	5GB	N/A	No	MB	$0.03	4G LTE/3G/EI	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Limited Bucket Data with NO data speed reduction •Unlimited domestic SMS / MMS •International roaming at no additional charge •Unlimited international text messaging at no additional charge •Smartphone Mobile Hotspot •SMHS is allowed and it consumes the plan's data allotment. •No domestic roaming for SMHS. •Overage $.03 per MB used over allotment •24 month data service requirement •$200 Early termination fee	No

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FRZNAMI2	BIZ Mobile Internet 2GB	$20.00		$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	2GB	No	N/A	N/A	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data (Speeds slow at 2GB allotment) •Unlimited messaging •Smartphone Mobile Hotspot (Speeds slow at GB allotment) •Optimized video streaming •Gogo in-flight 1 hour (unlimited flights) •Stateside International Unlimited Texting •Simple Global •Mobile Without Borders •Domestic data roaming •All recurring taxes and fees included in the MRC	No
SCVD500SB	BIZ SC DOP 1GB	$20.00	16%	$16.80	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	1GB	No	N/A	N/A	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data with speed reduction when bucket is reached - No overage or data cap •Unlimited SMS and MMS •Smartphone Mobile Hotspot included up to bucket allowance •SMHS stops/capped once you reach SMHS bucket limit •No Domestic Roaming for SMHS •Domestic Roaming Included •International roaming at no additional charge. •Unlimited international text messaging at no additional charge. •Music Freedom with select streaming partners	No
10HMBBVNZ	BIZ SC MI 11GB	$70.00	16%	$58.80	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	11GB	No	N/A	N/A	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Tablets, Wi-Fi hotspots and data	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data. Speeds slow at specified limit •Unlimited domestic messaging •Plans are voice barred •Eligible for Data Stash •Smartphone Mobile Hotspot included •Domestic data roaming included •Simple Global •Unlimited international text included. •Unlimited music streaming (Music Freedom) included with select streaming partners	No
500MBBVNZ	BIZ SC MI 1GB	$20.00	16%	$16.80	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	1GB	No	N/A	N/A	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data. Speeds slow at specified limit •Unlimited domestic messaging •Plans are voice barred •Eligible for Data Stash •Smartphone Mobile Hotspot included •Domestic data roaming included •Simple Global •Unlimited international text included. •Unlimited music streaming (Music Freedom) included with select streaming partners	No
ZMI1GBXD2	BIZ SC MI 1GB NO AVD	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	1GB	No	N/A	N/A	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data. Speeds slow at 1GB limit. •Unlimited domestic messaging •Data Stash •Smartphone Mobile Hotspot •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Music Freedom	No
2HMBBVNZ	BIZ SC MI 3GB	$30.00	16%	$25.20	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	3GB	No	N/A	N/A	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data. Speeds slow at specified limit •Unlimited domestic messaging •Plans are voice barred •Eligible for Data Stash •Smartphone Mobile Hotspot included •Domestic data roaming included •Simple Global •Unlimited international text included. •Unlimited music streaming (Music Freedom) included with select streaming partners	No
ZMI3GBXD2	BIZ SC MI 3GB NO AVD	$30.00	0%	$30.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	3GB	No	N/A	N/A	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data. Speeds slow at specified limit •Unlimited domestic messaging •Plans are voice barred •Eligible for Data Stash •Smartphone Mobile Hotspot included •Domestic data roaming included •Simple Global •Unlimited international text included. •Unlimited music streaming (Music Freedom) included with select streaming partners	No
4HMBBVNZ	BIZ SC MI 5GB	$40.00	16%	$33.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	5GB	No	N/A	N/A	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data. Speeds slow at specified limit •Unlimited domestic messaging •Plans are voice barred •Eligible for Data Stash •Smartphone Mobile Hotspot included •Domestic data roaming included •Simple Global •Unlimited international text included. •Unlimited music streaming (Music Freedom) included with select streaming partners	No
ZMI5GBXD2	BIZ SC MI 5GB NO AVD	$40.00	0%	$40.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	5GB	No	N/A	N/A	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data. Speeds slow at specified limit •Unlimited domestic messaging •Plans are voice barred •Eligible for Data Stash •Smartphone Mobile Hotspot included •Domestic data roaming included •Simple Global •Unlimited international text included. •Unlimited music streaming (Music Freedom) included with select streaming partners	No
ZNADOP2	BIZ SC N.America DOP 2GB	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	2GB	No	N/A	N/A	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones and with BlackBer	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data (speeds slow at specified limit) •Unlimited messaging •Smartphone Mobile Hotspot •Data Stash up to 20GB (6GB & higher plans only) •Binge On optimized video (free streaming for 6GB & higher plans only) •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Music Freedom •Mobile Without Borders	No
ZNA10MI	BIZ SC NA MI 10GB	$50.00	0%	$50.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	10GB	N/A	N/A	N/A	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Tablets, Wi-Fi hotspots and data	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data (speeds slow at allotment) •Unlimited messaging •Smartphone Mobile Hotspot (speeds slow at allotment) •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Music Freedom	No
ZNA14MI	BIZ SC NA MI 14GB	$65.00	0%	$65.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	14GB	N/A	N/A	N/A	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Tablets, Wi-Fi hotspots and data	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data (speeds slow at allotment) •Unlimited messaging •Smartphone Mobile Hotspot (speeds slow at allotment) •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Music Freedom	No
ZNA18MI	BIZ SC NA MI 18GB	$80.00	0%	$80.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	18GB	N/A	N/A	N/A	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Tablets, Wi-Fi hotspots and data	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data (speeds slow at allotment) •Unlimited messaging •Smartphone Mobile Hotspot (speeds slow at allotment) •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Music Freedom	No
ZNA22MI	BIZ SC NA MI 22GB	$95.00	0%	$95.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	22GB	N/A	N/A	N/A	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Tablets, Wi-Fi hotspots and data	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data (speeds slow at allotment) •Unlimited messaging •Smartphone Mobile Hotspot (speeds slow at allotment) •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Music Freedom	No

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ZNAMI2	BIZ SC NA MI 2GB	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	2GB	N/A	N/A	N/A	4G LTE/3G/E	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablets, Wi-Fi hotspots and data	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data (Speeds slow at 2GB allotment) •Unlimited messaging •Smartphone Mobile Hotspot (Speeds slow at 2GB allotment) •Data Stash up to 20GB •Domestic data roaming •Simple Global •Mobile Without Borders •Stateside International Unlimited Texting •Music Freedom •Binge On	No
ZNA2MI	BIZ SC NA MI 2GB	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	2GB	N/A	N/A	N/A	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Tablets, Wi-Fi hotspots and data	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data (speeds slow at allotment) •Unlimited messaging •Smartphone Mobile Hotspot (speeds slow at allotment) •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Music Freedom	No
ZNA6MI	BIZ SC NA MI 6GB	$35.00	0%	$35.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	6GB	N/A	N/A	N/A	N/A	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Tablets, Wi-Fi hotspots and data	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data (speeds slow at allotment) •Unlimited messaging •Smartphone Mobile Hotspot (speeds slow at allotment) •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Music Freedom	No
ZNA1MI	BIZ SC North America MI 1GB	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	2GB	N/A	N/A	N/A	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Tablets, Wi-Fi hotspots and data	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data. Speeds slow at specified limit. •Unlimited domestic messaging •Data Stash •Smartphone Mobile Hotspot •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Music Freedom •Mobile Without Borders	No
ZNA3MI	BIZ SC North America MI 3GB	$30.00	0%	$30.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	2GB	N/A	N/A	N/A	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Tablets, Wi-Fi hotspots and data	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data. Speeds slow at specified limit. •Unlimited domestic messaging •Data Stash •Smartphone Mobile Hotspot •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Music Freedom •Mobile Without Borders	No
STV500MBB	BIZ SC STKBL MI 1GB	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	1GB	N/A	Yes	MB	$0.03	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Limited data buckets with NO data speed reduction (overage of $.03 per MB used over allotment) •Unlimited domestic messaging •Domestic data roaming included •Smartphone Mobile Hotspot (SMHS) included (No Domestic Roaming for SMHS) •International roaming included •Unlimited international text included	No
STV2GBMBB	BIZ SC STKBL MI 3GB	$30.00	0%	$30.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	3GB	N/A	Yes	MB	$0.03	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Limited data buckets with NO data speed reduction (overage of $.03 per MB used over allotment) •Unlimited domestic messaging •Domestic data roaming included •Smartphone Mobile Hotspot (SMHS) included (No Domestic Roaming for SMHS) •International roaming included •Unlimited international text included	No
STV4GBMBB	BIZ SC STKBL MI 5GB	$40.00	0%	$40.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	5GB	N/A	Yes	MB	$0.03	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Limited data buckets with NO data speed reduction (overage of $.03 per MB used over allotment) •Unlimited domestic messaging •Domestic data roaming included •Smartphone Mobile Hotspot (SMHS) included (No Domestic Roaming for SMHS) •International roaming included •Unlimited international text included	No
ZMI9GBXD	BIZ SCMI 9GB NoAVD	$60.00	0%	$60.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	9GB	No	N/A	N/A	4G LTE	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data. Speeds slow at 9GB limit. •Unlimited domestic messaging •Data Stash •Smartphone Mobile Hotspot •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Music Freedom	No
B2BOF2G	Classic Mobile Internet Overage Free 2GB	$37.99		$37.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	2GB	2GB	No	N/A	N/A	3G/EDGE/HS	2GB	2GB	N/A	$0.20	$0.20	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	2 year contract required for new activations. Mobile Internet Plans are voice barred.	No
B2BOF5G	Classic Mobile Internet Overage Free 5GB	$47.99		$47.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	5GB	5GB	No	N/A	N/A	3G/EDGE/HS	5GB	5GB	N/A	$0.20	$0.20	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	2 year contract required for new activations. Mobile Internet Plans are voice barred.	No
ENTWCOF	Discounted Classic Mobile Internet No Overage 5GB	$39.99		$39.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	5GB	5GB	No	N/A	N/A	High-speed	N/A	N/A	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	2 year contract required for new activations. Mobile Internet Plans are voice barred.	No
PCWCOF2D	EM 200MB MBB OF DISC	$23.99	0%	$23.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	Unlimited	No	N/A	N/A	3G/EDGE/HS	200MB	200MB	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A		No
PCWCOF20D	EM 2GB MBB OF DISC	$31.99	0%	$31.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	2GB	No	N/A	N/A	3G/EDGE/HS	2GB	2GB	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	• T-Mobile 3G/EDGE/ HSPA+ data with no overage charges • Speeds slow at 2GB • Unlimited Hotspot Wi-Fi access (does not count against monthly data cap) • Instant Messages billed as data and comes out of 2GB monthly data bucket (Instant Messaging will not require any kind of messaging bucket) • With the mobile router this plans allows up to five concurrent users. • Not Voice Barred	No
BZWCOF2G	EM 2GB MI OvrgFree DSC	$20.00	0%	$20.00	$35.00	Activation Fee per line	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	2GB	No	N/A	N/A	2G & 3G	$0.20	$0.20	No	N/A	N/A	Yes	Mobile Broadband	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited 2G & 3G data with no overage charges. Speed reduction occurs at 2GB. •Instant Messages billed as data and comes out of 2GB monthly data bucket. •Domestic data on T-Mobile network only. Not available in Puerto Rico. •All domestic cellular data roaming is blocked. This includes all T-Mobile 2G and 3G roaming partner's networks in the United States. •SMS available as pay-per-use •2 year contract required •Voice barred	No
EPCSMRTVB	ENT EM Smartphone VB	$39.99	0%	$39.99	$35.00	Activation Fee per line	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	KBs	5GB	No	N/A	N/A	3G/EDGE/HS	$0.20	$0.20	No	N/A	N/A	Yes	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	•Voice barred •Unlimited data. Speeds slow at 5GB •Standard personal My E-mail access (POP3 and IMAP) •24 month contract required for new activations	No
CUNLMBBG	GOV Classic Unlimited MI	$45.00	16%	$37.80	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	N/A	N/A	N/A	N/A	4G LTE/3G/E	Unlimited	Unlimited	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •International roaming at no additional charge •Unlimited international text messaging at no additional charge •$200 Early termination fee •Plans are voice barred	No
GSTV500MI	GOV SC STKBL MI 1GB	$20.00	16%	$16.80	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	1GB	Unlimited	No	MB	$0.03	4G LTE/3G/E	Unlimited	Unlimited	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•1GB data bucket with no data speed reduction (overage of $.03 per MB used over allotment) •Unlimited domestic messaging •Domestic data roaming •Smartphone Mobile Hotspot (SMHS) (no domestic roaming for SMHS) •Simple Global •Stateside International Unlimited Text Messaging •Plans are voice barred	No
SVDHUNBIG	GOV SmpCh Val BB UNL DOP	$35.00	0%	$35.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	Unlimited	N/A	N/A	N/A	4G LTE/3G/E	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •Limited domestic data roaming •Simple Global •Stateside International Unlimited Text Messaging •Music Freedom •Unlimited high-speed data with no speed reduction •2GB SMHS included •SMHS slows once you reach the SMHS bucket limit (high-speed device data continues) •No domestic roaming for SMHS	No

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G18HMIVN	Government Simple Choice Mobile Internet 19GB	$110.00	16%	$92.40	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	19GB	19GB	No	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablets, Wi-Fi hotspots and data	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Internet Plans are voice barred. For tablets, Wi-Fi hotspots and data sticks only.	No
G500MIVNZ	Government Simple Choice Mobile Internet 1GB	$10.00	16%	$8.40	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	1GB	1GB	No	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablets, Wi-Fi hotspots and data	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Internet Plans are voice barred. For tablets, Wi-Fi hotspots and data sticks only.	No
G2HMIVNZ	Government Simple Choice Mobile Internet 3GB	$20.00	16%	$16.80	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	3GB	3GB	No	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablets, Wi-Fi hotspots and data	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Internet Plans are voice barred. For tablets, Wi-Fi hotspots and data sticks only.	No
G4HMIVNZ	Government Simple Choice Mobile Internet 5GB	$30.00	16%	$25.20	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	5GB	5GB	No	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablets, Wi-Fi hotspots and data	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Internet Plans are voice barred. For tablets, Wi-Fi hotspots and data sticks only.	No
G8HMIVNZ	Government Simple Choice Mobile Internet 9GB	$50.00	16%	$42.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	9GB	9GB	No	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablets, Wi-Fi hotspots and data	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Internet Plans are voice barred. For tablets, Wi-Fi hotspots and data sticks only.	No
WSCA5GMBB	NASPO 5GB Mobile Internet	$38.50	16%	$32.34	$35.00	Activation Fee per line	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	5GB	No	N/A	N/A	High-speed	0.2	0.2	No	N/A	N/A	Yes	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	2 year contract required for new activations. Mobile Internet Plans are voice barred.	No
GOVPMRV5	GOV Per Min Rate Plan	No longer av	No longer av	No longer av	No longer av	No longer available	No longer av	No longer av	No longer av	No longer av	No longer av	No longer av	No longer av	No longer availa	No longer av	No longer av	No longer av	No longer availa	No longer av	No longer av	No longer av	No longer av	No longer av	No longer av	No longer av	No longer av	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No
SCV100STG	GOV SmpCh VAL 100minUnlTxt+D	No longer av	No longer av	No longer av	No longer av	No longer available	No longer av	No longer av	No longer av	No longer av	No longer av	No longer av	No longer av	No longer availa	No longer av	No longer av	No longer av	No longer availa	No longer av	No longer av	No longer av	No longer av	No longer av	No longer av	No longer av	No longer av	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No
FZLTUL2LP	2 Lines TMO ONE All In Promo	$100.00	0%	$100.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	N/A	N/A	N/A	N/A	4G LTE/3G/E	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes and messaging •Unlimited 4G LTE device data •Simple Global (up to 128kbps) •Stateside International Unlimited Texting •Mobile Without Borders •All recurring taxes and fees included in MRC	No
BZBTV10	B2B UNL TT+D Classic	$10.00	0%	$10.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •No contract required •No activation fee •Add a line to an existing Classic Pooled account	No
SCCUTTB	BIZ Classic UNL TT+D	$40.00	0%	$40.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •International roaming included •Unlimited international text included.	No
6BFMPRM	BIZ FM UTT+ 6GB 2 Line Promo	$70.00	0%	$70.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	6GB	No	N/A	N/A	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Unlimited data. Speeds slow at GB allotment •Smartphone Mobile Hotspot. Speeds slow at GB allotment •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •For Smartphone and BB10 devices only.	No
10BFM2	BIZ FM UTT+10GB 2 lines Promo	$100.00	0%	$100.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Text Messaging •Mobile Without Borders •Business Customer Service	No
10BFM2LN	BIZ FM UTT+10GB 2 lines Promo	$100.00	0%	$100.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Text Messaging •Mobile Without Borders •Business Customer Service	No
10FMBZ2L	BIZ FM UTT+10GB for 2 lines	$120.00	0%	$120.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	10GB	No	N/A	N/A	4G LTE	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes and messaging •Unlimited data. Speeds slow at allotment •Smartphone Mobile Hotspot. Speeds slow at allotment •Data Stash up to 20GB •Simple Global •Stateside International Unlimited Text Messaging •Mobile Without Borders •Business Customer Service •For Smartphone and BB10 devices only.	No
10BFM4	BIZ FM UTT+10GB for 4ln Promo	$120.00	0%	$120.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Text Messaging •Mobile Without Borders •Business Customer Service	No
6BFM2L	BIZ FM UTT+6GB for 2 lines	$100.00	0%	$100.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	6GB	No	N/A	N/A	4G LTE	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Unlimited data. Speeds slow at GB allotment •Smartphone Mobile Hotspot. Speeds slow at GB allotment •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Business Customer Service	No
6BFM4L	BIZ FM UTT+6GB for 4 lines	$120.00	0%	$120.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	6GB	No	N/A	N/A	4G LTE	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Unlimited data. Speeds slow at GB allotment •Smartphone Mobile Hotspot. Speeds slow at GB allotment •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Business Customer Service	No
6FMBZ4L	BIZ FM UTT+6GB for 4 lines	$120.00	0%	$120.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	6GB	No	N/A	N/A	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Unlimited data. Speeds slow at GB allotment •Smartphone Mobile Hotspot. Speeds slow at GB allotment •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •For Smartphone and BB10 devices only.	No
UBFM2L	BIZ FM UTT+UNL for 2 lines	$140.00	0%	$140.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	14GB	No	N/A	N/A	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Business Customer Service •Unlimited high-speed data •Smartphone Mobile Hotspot. Speeds slow at GB allotment. •For Smartphone and BB10 devices only.	No
UBFM4	BIZ FM UTT+UNL for 4ln Promo	$150.00	0%	$150.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	14GB	No	N/A	N/A	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Text Messaging •Mobile Without Borders •Business Customer Service •Minimum 4 lines	No
NABFUTT2P	BIZ N.AmerTT+10GB ea 2 Lines	$100.00	0%	$100.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	10GB	No	N/A	N/A	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global (not available to SCNC) •Stateside International Unlimited Texting •Mobile Without Borders •Unlimited data. Speeds slow at 10GB •Data Stash •Smartphone Mobile Hotspot up to 10GB allotment •Domestic data roaming •Music Freedom Streaming •Minimum 2 lines with max of 10 lines •For Smartphone and BB10 devices only	No
NABFUTT4	BIZ N.AmerTT+10GB ea 4 Lines	$120.00	0%	$120.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	10GB	No	N/A	N/A	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global (not available to SCNC) •Stateside International Unlimited Texting •Mobile Without Borders •Unlimited data. Speeds slow at 10GB •Data Stash •Smartphone Mobile Hotspot up to 10GB allotment •Domestic data roaming •Music Freedom Streaming •Minimum 4 lines with max of 10 lines •For Smartphone and BB10 devices only	No

NAUTT10	BIZ N.AmerTT+10GB each10Lines	$240.00	0%	$240.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	10GB	No	N/A	N/A	4GLTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global (not available to SCNC) •Stateside International Unlimited Texting •Mobile Without Borders •Unlimited data. Speeds slow at 10GB •Data Stash •Minimum 10 lines •For Smartphone and BB10 devices only	No
NAUTT10P	BIZ N.AmerTT+10GB each10Lines	$260.00	0%	$260.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	10GB	No	N/A	N/A	4GLTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global (not available to SCNC) •Stateside International Unlimited Texting •Mobile Without Borders •Unlimited data. Speeds slow at 10GB •Data Stash •Smartphone Mobile Hotspot up to 10GB allotment •Domestic data roaming •Music Freedom Streaming •Minimum 10 lines •For Smartphone and BB10 devices only	No
ZNAUTT10	BIZ SC N.America TT+D10Lines	$160.00	0%	$160.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Business Customer Service •10-19 lines	No
ZNAUTT20	BIZ SC N.America TT+D20Lines	$310.00	0%	$310.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Business Customer Service •20-999 lines	No
ZNAUTT2	BIZ SC N.America TT+D 2-10Line	$80.00	0%	$80.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Business Customer Service •2 -10 lines	No
ZNAUTT1	BIZ SC North America TT+D	$50.00	0%	$50.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Business Customer Service	No
ZSCPUT10X	BIZ SC T&T 10lines incl NoAVD	$160.00	0%	$160.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Business Customer Service •10-19 lines	No
ZSCPUT1XX	BIZ SC T&T 1K lines NoAVD	$14,985.00	0%	$14,985.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Business Customer Service •999+ lines	No
ZSCPUT20X	BIZ SC T&T 20lines incl NoAVD	$300.00	0%	$300.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Business Customer Service •20-999 lines	No
ZSCP4UTXD	BIZ SC Ul TT+D Pool 4-5 NO AVD	$100.00	0%	$100.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	3GB	N/A	N/A	N/A	4GLTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global (excludes Puerto Rico and SCNC versions) •Stateside International Unlimited Texting	No
BIZFUTT8D	BIZ SC UNL TT+D 2 lines incl.	$100.00	0%	$100.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes and messages •Simple Global •Stateside International Unlimited Texting	No
BIZUTTP4	BIZ SC UNL TT+D 4 lines incl.	$100.00	0%	$100.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Requires minimum of 4 lines with maximum of 10 lines.	No
BIZUTTP6	BIZ SC UNL TT+D 6 lines incl.	$120.00	0%	$120.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Requires minimum of 6 lines with maximum of 10 lines.	No
ZSCUTTZXD	BIZ SC UNL TT+D NO AVD	$20.00	0%	$20.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •International roaming included. See Simple Global for details. •Unlimited international text included. See Postpaid Stateside International Calling and Texting features for details •No contract required •No activation fee	No
ZSCUTTSXD	BIZ SC UNL TT+D NO AVD	$50.00	0%	$50.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Business Customer Service	No
14IBFM21DC	BIZ SC UNL+14GB 2 line promo	$100.00	15%	$85.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	14GB	No	N/A	N/A	4GLTE	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Unlimited high-speed data with no speed reduction •Smartphone Mobile Hotspot (speeds slow at 14GB allotment) •Binge On •Domestic data roaming •Music Freedom	No
SCVUTTBZ	BIZ SimpleChoice VAL Unl TT+D	$20.00	16%	$16.80	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •International roaming included. See Simple Global for details. •Unlimited international text included. See Postpaid Stateside International Calling and Texting features for details •No contract required •No activation fee •Data Stash (Data Stash eligible plan only)	No
ZSCPUT6XD	BIZSC Ul TT+D Pool6-10 NO AVD	$120.00	0%	$120.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Business Customer Service	No
UTTB28SPR	Business UNL TT+D	$45.00	0%	$45.00	$35.00	Activation Fee per line	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Phones	N/A	N/A	N/A	N/A	N/A	N/A	•2 year contract required •Early Termination fee of $350 applies	No
EM828	Classic Talk Pooling Unlimited	after line 5)	0%	after line 5)	$35.00	Activation Fee per line	Unlimited	Unlimited	Unlimited	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	2-year contract with minimum of 5 lines required.	No
EM828SL	Classic Talk Unlimited	$45.00	0%	$45.00	$35.00	Activation Fee per line	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$0.20	$0.20	No	N/A	N/A	Yes	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	2 year contract required for new activations. Mobile Internet Plans are voice barred.	No
GOVUTTP4	GOV SC UNL T&T 4 lines incl.	$100.00	16%	$84.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	2.5GB	No	N/A	N/A	4GLTE/3G/E	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global (excludes Puerto Rico and SCNC versions) •Stateside International Unlimited Texting	No

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GOV500MBW	GOV Wearable 500MB Separate#	$20.00	16%	$16.80	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	500MB	No	N/A	N/A	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Any wearable devices sold by T-	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes & messaging •Unlimited data with 500MB high-speed. Speeds slow after 500MB •Smartphone Mobile Hotspot. Speeds slow at MB allotment •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Music Freedom •Limited domestic data roaming	No
CLS100STG	GOVClassic100minUnlText+D	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No longer available	No
OKOGOV	Government	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No longer available	No
SLUGLU	Government Low Usage	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No longer available	No
GOVUNLV	Government Unlimited Voice	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No longer available	No
SCV300STG	GOVSmpChVAL300min+UNLText	$10.00	0%	$10.00	N/A	N/A	300	Unlimited	Unlimited	$0.25	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•300 Minutes Talk & Text •Unlimited Nights and Weekends •Unlimited T-Mobile to T-Mobile •Unlimited messaging •Simple Global	No
SCV600STG	GOVSmpChVAL600min+UNLText	$15.00	0%	$15.00	N/A	N/A	600	Unlimited	Unlimited	$0.25	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•600 Minutes Talk & Text •Unlimited Nights and Weekends •Unlimited T-Mobile to T-Mobile •Unlimited messaging •Simple Global	No
SCVDHUNSG	GOVSmplCh V Smt Phn UNL DOP	$35.00	0%	$35.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	Unlimited	N/A	N/A	N/A	4G LTE/3G/E	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •Limited domestic data roaming •Simple Global •Stateside International Unlimited Text Messaging •Music Freedom •Unlimited high-speed data with no speed reduction •2GB SMHS included •SMHS slows once you reach the SMHS bucket limit (high-speed device data continues) •No domestic roaming for SMHS	No
GSA100	GSA 100 Minute Voice	$17.99	16%	$15.11	N/A	N/A	100	Unlimited	Unlimited	$0.10	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	400	N/A	N/A	$0.20	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•100 whenever minutes •Unlimited Mobile-to Mobile/Nights/Weekends •400 SMS	No
GSA400	GSA 400 Minute Voice	$27.99	16%	$23.51	N/A	N/A	400	Unlimited	Unlimited	$0.10	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	400	N/A	N/A	$0.20	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•400 whenever minutes •Unlimited Mobile-to Mobile/Nights/Weekends •400 SMS	No
GSA900	GSA 900 Minute Voice	$41.99	16%	$35.27	N/A	N/A	900	Unlimited	Unlimited	$0.10	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	400	N/A	N/A	$0.20	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•900 whenever minutes •Unlimited Mobile-to Mobile/Nights/Weekends •400 SMS	No
ZLINELINK	LineLink (e911 addr req'd) TE	No longer av	No longer av	No longer av	No longer av	No longer available	No longer av	No longer av	No longer av	No longer av	No longer av	No longer av	No longer av	No longer availa	No longer av	No longer av	No longer av	No longer availa	No longer av	No longer ava	No longer av	No longer av	No longer av	No longer av	No longer av	No longer av	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No
ZDGLNLKTE	LineLink TE @Work Ph service	$20.00	0%	$20.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Linelink	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes & messaging •Mobile Without Borders •Voicemail •Caller ID •Call Waiting, Forwarding & Hold •Conference Calling (Landline phone must have a merge or hold option to support this feature) •No data service (and none can be added)	No
ZM2M128T	M2M Business 128kbps with Text	$5.00	0%	$5.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	N/A	N/A	N/A	N/A	128kbps	500	N/A	N/A	N/A	N/A	No	Machine to Machine	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data •Voice barred •500 SMS •200mb domestic data roaming	No
MBB10SBB	MI On Demand Only	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Provide Mobile Internet Line only •On-demand data pass required to provide data service •This plan is not SMS/MMS compatible •No contract required •No activation fee.	No
PMC15M2MN	Monthly 15 NtsWkdsM2M	$59.99	0%	$59.99	N/A	N/A	1500	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•1500 Whenever Minutes •Unlimited Weekends •Unlimited Nights •Unlimited T-Mobile to T-Mobile	No
NAMI1GB	N.America MI 1GB Data	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	1GB	No	N/A	N/A	N/A	Unlimited	N/A	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data. Speeds slow at 1GB allotment •Unlimited messaging •Smartphone Mobile Hotspot. Speeds slow at GB allotment •Binge On optimized video (free streaming on 5GB plan only) •Music Freedom Streaming •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Limited domestic data roaming	No
NAMI5GB	N.America MI 5GB Data	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	5GB	No	N/A	N/A	N/A	Unlimited	N/A	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data. Speeds slow at 5GB allotment •Unlimited messaging •Smartphone Mobile Hotspot. Speeds slow at GB allotment •Binge On optimized video (free streaming on 5GB plan only) •Music Freedom Streaming •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Limited domestic data roaming	No
FUTTVNSMB	NACV MLPool UnlTT+D SmBiz	$80.00	0%	$80.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited Talk •Unlimited Messaging •No Annual Contract •No Activation Fee	No
NWTGTBSN	NW Basic Plus	$29.99	0%	$29.99	N/A	N/A	300	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•300 Whenever Minutes • Unlimited Weekend	No
NB300WE	NW Bus 300 Unl Wknd	$29.99	0%	$29.99	$35.00	Activation Fee per line	300	Unlimited	300	$0.35	N/A	$0.10	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	100	N/A	N/A	$0.20	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•300 Whenever, Wherever •Unlimited Weekends •300 T-Mobile-to-T-Mobile •100 Text Messages •1 year service agreement required for new activations.	No
NWGNTSN	NW Get More w/Nts	$39.99	0%	$39.99	N/A	N/A	600	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	• 600 Whenever Minutes • Unlimited Weekend	No
PMR150	PMR 150 Line Min	$9.99	0%	$9.99	N/A	N/A	$0.05 per m	$0.05 per m	$0.05 per m	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$0.20	$0.20	No	N/A	N/A	N/A	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Pay per minute •No buckets. •$0.05 per minute usage charge (all call forwarding, domestic calls, domestic long distance, and roaming). •SMS available as pay-per-use. •Web available based on the web feature. •1 year service agreement needed for new activation.	No
ZMI100STX	SC 100GB Pooled MI	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Kbs	100GB	100GB	Yes	GB	$4.75	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•100GB Pooled data •Unlimited messaging •$4.75 per GB •Stateside International Unlimited Texting •Simple Global •Music Freedom (on any line participating in the data pool) •Smartphone Mobile Hotspot (up to full pool amount; regular per GB charge after) •Limited domestic data roaming included •Business Customer Service •Requires a minimum of 20 voice lines on Simple Choice Pooled Data plans with pooling data features.	No
ZMI1STB1X	SC 1GB for 100GB Pooled MI	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Kbs	1GB	1GB	Yes	GB	N/A	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•1GB Pooled data •Unlimited messaging •$4.75 per GB •Stateside International Unlimited Texting •Simple Global •Music Freedom (on any line participating in the data pool) •Smartphone Mobile Hotspot (up to full pool amount; regular per GB charge after) •Limited domestic data roaming included •Business Customer Service •Requires a minimum of 20 voice lines on Simple Choice Pooled Data plans with pooling data features.	No

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UMI1STB	SC 1GB Pooled MI	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Kbs	1GB	1GB	Yes	GB	N/A	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •Includes 1 GB of data •Stateside International Unlimited Texting •Simple Global •Music Freedom (on any line participating in the data pool) •Smartphone Mobile Hotspot (up to full pool amount; regular per GB charge after) •Limited domestic data roaming included •Business Customer Service	No
ZMI1TBSTX	SC 1TB Pooled MI	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Kbs	1TB	1TB	Yes	GB	$4.25	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •$4.25 per GB •Stateside International Unlimited Texting •Simple Global •Music Freedom (on any line participating in the data pool) •Smartphone Mobile Hotspot (up to full pool amount; regular per GB charge after) •Limited domestic data roaming included •Business Customer Service	No
SCFUTTBD	SC FAM UNL TT+D 2 lines incl.	$100.00	0%	$100.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	N/A	N/A	N/A	N/A	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes and messages •Unlimited high-speed data •Simple Global •Stateside International Unlimited Texting	No
ZNA100SMI	SC N. America 100GB Pooled MI	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Kbs	100GB	N/A	Yes	GB	$4.75	4G LTE/3G/E	Unlimited	Unlimited	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•100GB Pooled Data •Unlimited Messaging •$4.75 per GB overage •Requires a minimum of 20 voice lines on Simple Choice Pooled Data plans	No
ZN1S1CMI	SC NA 1GB for 100GB Pooled MI	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Kbs	1GB	1GB	Yes	GB	N/A	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •Includes 1 GB of data	No
ZNA100STX	SC NA T&T for100GB PooledData	$210.00	0%	$210.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	100GB	N/A	Yes	GB	$4.75	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•For the first 20 lines •Unlimited Talk and Text •$4.75 per GB •20 line minimum •Simple Global •Stateside International Unlimited Texting •Music Freedom (on any line participating in the data pool) •Smartphone Mobile Hotspot (up to full pool amount; regular per GB charge after. Exception: mid-cycle features) •Business Customer Service	No
ZSC100STX	SC T&T for 100GB Pooled Data	$200.00	0%	$200.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	100GB	N/A	Yes	GB	$4.75	4G LTE/3G/E	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•For the first 20 lines •Unlimited Talk and Text •$4.75 per GB •20 line minimum •Simple Global •Stateside International Unlimited Texting •Music Freedom (on any line participating in the data pool) •Smartphone Mobile Hotspot (up to full pool amount; regular per GB charge after. Exception: mid-cycle features) •Business Customer Service	No
SLCULTT25	Individual Talk & Text $25	$25.00	0%	$25.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messages •Simple Global •Stateside International Unlimited Texting •No contract (Un-Contract) or activation fee	No
SKCKUNLPP	Sidekick Unlimited Plus	$29.99	0%	$29.99	N/A	N/A	N/A	N/A	N/A	$0.25	$0.25	$0.25	N/A	N/A	Unlimited	N/A	N/A	N/A	N/A	2G & 3G	Unlimited	Unlimited	N/A	N/A	N/A	No	Sidekick	N/A	N/A	N/A	N/A	N/A	N/A	• 0 voice minutes (pay as you go) • Unlimited Color Sidekick Data • Unlimited Text Messages • Unlimited MMS	No
SMBZUNLV	Small Business Unlimited Voice + 400 SMS/MMS	$45.00	0%	$45.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	400	400	N/A	N/A	N/A	Yes	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited Whenever minutes • Unlimited nights & weekends • Unlimited call forwarding • Unlimited T-Mobile to T-Mobile • 400 SMS/MMS	No
SCVUTTSMB	Unlimited Talk and Text (single line)	$50.00	0%	$50.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes • Unlimited messaging • International roaming included. See Simple Global for details. • Unlimited international text included. See Postpaid Stateside International Calling and Texting features for details	No
SLUSUT	State of Utah	No longer av	No longer av	No longer av	No longer av	No longer available	No longer av	No longer av	No longer av	No longer av	No longer av	No longer av	No longer av	No longer availa	No longer av	No longer av	No longer av	No longer availa	No longer av	No longer av	No longer av	No longer av	No longer av	No longer av	No longer av	No longer av	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No
GSYNFLEET	SyncUP Fleet @Work PS	$15.00	0%	$15.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	2GB	N/A	N/A	N/A	512 kbps spe	N/A	N/A	N/A	N/A	N/A	No	SyncUP FLEETs	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited Data (512 kbps speed) •Unlimited SMS •Canada and Mexico roaming (all other Simple Global countries blocked) •Mobile Without Borders •Unlimited domestic roaming •Tethering is disabled •Voice barred •No HD video •No data passes	No
GSYNFLETE	SyncUP Fleet @Work PS TE	$15.00	0%	$15.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	2GB	N/A	N/A	N/A	512 kbps spe	N/A	N/A	N/A	N/A	N/A	No	SyncUP FLEETs	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited Data (512 kbps speed) •Unlimited SMS •Canada and Mexico roaming (all other Simple Global countries blocked) •Mobile Without Borders •Unlimited domestic roaming •Tethering is disabled •Voice barred •No HD video •No data passes	No
ZSYNCFLTE	SyncUP FLEET @Work	$15.00	0%	$15.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	2GB	N/A	N/A	N/A	512 kbps spe	N/A	N/A	N/A	N/A	N/A	No	SyncUP FLEETs	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited Data (512 kbps speed) • Unlimited SMS • Canada and Mexico roaming (all other Simple Global countries blocked) • Mobile Without Borders • Unlimited domestic roaming • Tethering is disabled • Voice barred • No HD video • No data passes	No
ZNADR2GB	SyncUP Drive Unlimited data w/ 2GB high-speed	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	2GB	N/A	N/A	N/A	High-speed	N/A	N/A	N/A	N/A	N/A	No	SyncUP FLEETs	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited device data (Speeds slow at GB allotment) • Unlimited Smartphone Mobile Hotspot (Speeds slow at GB allotment) • Optimized video streaming • Simple Global (up to 128kbps) • Mobile Without Borders • Music Freedom • Limited domestic data roaming	No
ZNAMI10GB	Simple Choice 10GB Mobile Internet w/ Data Stash & SMHS	$40.00	0%	$40.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	10GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited data (speeds slow at 10GB allotment) • Unlimited messaging • Smartphone Mobile Hotspot (speeds slow at 10GB allotment) • Data Stash up to 20GB • Binge On optimized video (free streaming for 6GB & higher plans only) • Domestic data roaming • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders • Music Freedom	No
ZDRTI2GB	SyncUP Drive Unlimited data w/ 2GB high-speed	$15.00	0%	$15.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	2GB	N/A	N/A	N/A	High-speed	N/A	N/A	N/A	N/A	N/A	No	SyncUP Drive	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited device data (Speeds slow at GB allotment) • Unlimited Smartphone Mobile Hotspot (Speeds slow at GB allotment) • Optimized video streaming • Simple Global (up to 128kbps) • Mobile Without Borders • Limited domestic data roaming • All recurring taxes and fees included in MRC	No
ZTM1TI	T-Mobile ONE for Business Single Line	$75.00	0%	$75.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes and messaging • Unlimited 4G LTE device data (must add a feature from the table above) • Simple Global (up to 128kbps) • Stateside International Unlimited Texting • Mobile Without Borders • All recurring taxes and fees included in MRC	No

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ZTM1TI2	T-Mobile ONE for Business (2 lines)	$130.00	0%	$130.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes and messaging • Unlimited 4G LTE device data (must add a feature from the table above) • Simple Global (up to 128Kbps) • Stateside International Unlimited Texting • Mobile Without Borders • All recurring taxes and fees included in MRC • Eligible for Netflix On Us! Exception: Single line plan.	No
ZTM1MIE	T-Mobile ONE Tablet for Business	$75.00	0%	$75.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited messaging and high-speed data • Unlimited 3G Smartphone Mobile Hotspot • Simple Global • Optimized video streaming at 480p • Stateside International Unlimited Texting • Mobile Without Borders • Domestic data roaming	No
ZTM1ITE	T-Mobile ONE Voice for Business	$75.00	0%	$75.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
ZUNLMTT	Unlimited Talk & Text Only Single Line	$20.00	0%	$20.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes and messaging (SMS & MMS) • Stateside International Unlimited Texting • Unlimited talk and text in Canada & Mexico • Voice & text in over 200 countries at Simple Global rates. • T-Mobile Tuesdays (Wi-Fi required to access) • GoGo Inflight (SMS all flight long; Wi-Fi 1 hour w/ unlimited flights/sessions) • All recurring taxes and fees included in MRC	No
FRZLTMUL	T-Mobile ONE Tablet for Business	$75.00	0%	$75.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited messaging and high-speed data • Unlimited 3G Smartphone Mobile Hotspot • Simple Global • Optimized video streaming at 480p • Stateside International Unlimited Texting • Mobile Without Borders • Domestic data roaming	No
TZLTMUL	T-Mobile ONE Tablet for Business	$75.00	0%	$75.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited messaging and high-speed data • Unlimited 3G Smartphone Mobile Hotspot • Simple Global • Optimized video streaming at 480p • Stateside International Unlimited Texting • Mobile Without Borders • Domestic data roaming	No
ZLTWUNL	T-Mobile ONE Wearable for Business	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	speeds up to	Unlimited	Unlimited	N/A	N/A	N/A	No	Wearable	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
ZTM1WRTE	T-Mobile ONE Wearable for Business	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	speeds up to	Unlimited	Unlimited	N/A	N/A	N/A	No	Wearable	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited data (speeds up to 512 kbps) • Unlimited messaging • Optimized video streaming • Gogo inflight 1 hour (unlimited flights/sessions) • Stateside International Unlimited Texting • Simple Global (up to 128kbps) • Mobile Without Borders • Limited domestic data roaming	No
FRZLTUNL	T-Mobile ONE Voice for Business Single Line	$75.00	0%	$75.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging, and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
FZLTULF2	T-Mobile ONE Voice for Business (2 lines)	$130.00	0%	$130.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging, and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
FZLTULFM2	T-Mobile ONE Voice for Business (2 lines)	$130.00	0%	$130.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging, and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
ZLTMUNL	T-Mobile ONE Tablet for Business	$75.00	0%	$75.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited messaging and high-speed data • Unlimited 3G Smartphone Mobile Hotspot • Simple Global • Optimized video streaming at 480p • Stateside International Unlimited Texting • Mobile Without Borders • Domestic data roaming	No
ZLTULFM2	T-Mobile ONE Voice for Business (2 lines)	$130.00	0%	$130.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging, and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
ZLTUNL	T-Mobile ONE Voice for Business Single Line	$75.00	0%	$75.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging, and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
ZLTUNLFM9	T-Mobile ONE Voice (9 lines+)	$310.00	0%	$310.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging, and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
ZTMONE13	T-Mobile ONE Voice (13 line+)	$325.00	0%	$325.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging, and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
ZTMUNL100	T-Mobile ONE Voice Single Line (100 lines+)	$25.00	0%	$25.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging, and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
GTMONE100	T-Mobile ONE for Government Single Line (100 lines+)	$29.00	16%	$24.36	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging, and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
GTMONE2	T-Mobile ONE for Government - 2 lines	$152.00	16%	$127.68	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging, and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
GTMONEPS	T-Mobile ONE for Government Single Line	$88.00	16%	$73.92	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging, and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
GTMONEPS2	T-Mobile ONE for Government - 2 lines	$152.00	16%	$127.68	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging, and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
GTMONEP100	T-Mobile ONE for Government Single Line (100 lines+)	$29.00	16%	$24.36	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging, and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
GMTM1	T-Mobile ONE Tablet for Government	$23.50	16%	$19.74	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited messaging and high-speed data • Unlimited 3G Smartphone Mobile Hotspot • Simple Global • Optimized video streaming at 480p • Stateside International Unlimited Texting • Mobile Without Borders • Domestic data roaming	No
GTM1MI	T-Mobile ONE Tablet for Government	$23.50	16%	$19.74	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited messaging and high-speed data • Unlimited 3G Smartphone Mobile Hotspot • Simple Global • Optimized video streaming at 480p • Stateside International Unlimited Texting • Mobile Without Borders • Domestic data roaming	No
GTMONEMI	T-Mobile ONE Tablet for Government	$23.50	16%	$19.74	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited messaging and high-speed data • Unlimited 3G Smartphone Mobile Hotspot • Simple Global • Optimized video streaming at 480p • Stateside International Unlimited Texting • Mobile Without Borders • Domestic data roaming	No

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TMTNTVBC	T-Mobile Total Internet Voice Barred Contract Rate Plan	$39.99	0%	$39.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	N/A	N/A	N/A	N/A	GPRS/Edge	N/A	N/A	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited GPRS Internet access • Standard personal My E-mail access (POP3 and IMAP) • Unlimited Wi-Fi (Hotspot) access • Unlimited EDGE	No
UTTCSMB	Small Business Classic Unlimited Talk & Text Single Line	$55.00	0%	$55.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	Yes	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited nationwide minutes • Unlimited domestic messaging • Eligible for Business Extras • No contract renewal required for existing customers switching to this plan. • Bridge to Value eligible • Includes international roaming at no additional charge (as of 10/30/13). Refer to Simple Choice Goes Global Overview for details.	No
BZWTT5MI	Business Wearable plan	$15.00	16%	$12.60	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	500MB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Wearable	N/A	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes • Unlimited messaging • Unlimited Data with 500MB high-speed. Speeds slow after 500MB • Smartphone Mobile Hotspot • Music Freedom Streaming • Domestic data roaming • Simple Global • Stateside International Unlimited Texting	No
GOV1PLUS	Add-on: T-Mobile ONE Plus Government	$15.00	16%	$12.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Smartphones	Add-on to T-Mobile	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	•Unlimited 4G LTE device data •20GB 4G LTE mobile hotspot •Unlimited 3G mobile hotspot after 20GB (up to 600kbps) •Unlimited HD streaming passes (must be activated) •Simple Global—Unlimited 2G data at 2x speeds in 210+ destinations (up to 256kbps) •Mobile Without Borders—5GB 4G LTE device data in Mexico & Canada •Unlimited Gogo in-flight Wi-Fi (unlimited flights/sessions) •Name ID •Voicemail to Text •Unlimited domestic data roaming	Yes
ENTSMTP	Enterprise SMTP Messaging	$0.00	16%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Enterprise Messaging	Yes
ENTIPMSG2	Enterprise IP Messaging	$1.99	16%	$1.67	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Enterprise Messaging (501+ lines)	No
ENTIPMSG3	Enterprise IP Messaging	$2.99	16%	$2.51	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Enterprise Messaging (51-500 lines)	No
ENTIPMSG4	Enterprise IP Messaging	$3.99	16%	$3.35	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Enterprise Messaging (1-50 lines)	No
BZBSIP1	Enterprise Static IP Tier 1	$7.00	16%	$5.88	$100.00	One Time set up fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Line requirement 2:5-200	Yes
BZBSIP2	Enterprise Static IP Tier 2	$5.00	16%	$4.20	$100.00	One Time set up fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Line requirement 201-300	Yes
BZBSIP3	Enterprise Static IP Tier 3	$3.00	16%	$2.52	$100.00	One Time set up fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Line requirement 301+	Yes
BZBPAPN1	Enterprise Private APN Tier 1	$5.00	16%	$4.20	$2,500.00	One Time set up fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Line requirement 25-500	Yes
BZBPAPN2	Enterprise Private APN Tier 2	$2.00	16%	$1.68	$2,500.00	One Time set up fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Line requirement 501+	Yes
BZBPAPN1	Enterprise Private APN Managed Tier 1	$7.00	16%	$5.88	$2,500.00	One Time set up fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Line requirement 25-500	Yes
BZBPAPN2	Enterprise Private APN Managed Tier 2	$3.00	16%	$2.52	$2,500.00	One Time set up fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Line requirement 501+	Yes
BZBPAPNMB3	Enterprise Private APN MI Tier 1	$5.00	16%	$4.20	$2,500.00	One Time set up fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Line requirement 25-500	Yes
BZBPAPNMB4	Enterprise Private APN MI Tier 2	$2.00	16%	$1.68	$2,500.00	One Time set up fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Line requirement 501+	Yes
BZBPAPNMB1	Enterprise Private APN MI Managed Tier 1	$7.00	16%	$5.88	$2,500.00	One Time set up fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Line requirement 25-500	Yes
BZBPAPNMB2	Enterprise Private APN MI Managed Tier 2	$3.00	16%	$2.52	$2,500.00	One Time set up fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Line requirement 501+	Yes
GOVFRUNL	Government First Responder Voice	$34.00	16%	$28.56	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	• Government First Responders eligible agencies only • Government First Responders rate plans with unlimited data remain among the highest-priority data plans on T-Mobile's network, no matter how much data is used. • Unlimited Talk & Text and high speed data • Unlimited domestic roaming • Not subject to the fair usage prioritization threhold • Optimized video streaming at 480p • 3GB of 4G LTE Smartphone Mobile Hotspot (Unlimited 3G after the bucket is used) • Stateside International Unlimited Texting • Simple Global • Mobile Without Borders (No cap) • Gogo in-flight 1 hour (unlimited flights)	Yes
GFRUL0AT	Government First Responder Unlimited Data Feature	$0.00	16%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	4GLTE/3G/E	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	• Government First Responders eligible agencies only • Government First Responders rate plans with unlimited data remain among the highest-priority data plans on T-Mobile's network, no matter how much data is used. • Unlimited Talk & Text and high speed data • Unlimited domestic roaming • Not subject to the fair usage prioritization threhold • Optimized video streaming at 480p • 3GB of 4G LTE Smartphone Mobile Hotspot (Unlimited 3G after the bucket is used) • Stateside International Unlimited Texting • Simple Global • Mobile Without Borders (No cap) • Gogo in-flight 1 hour (unlimited flights)	Yes
GOVTRMI	Government First Responder Mobile Internet	$28.50	16%	$23.94	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	4GLTE/3G/E	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Tablets only	N/A	N/A	N/A	N/A	N/A	N/A	N/A	• Government First Responders eligible agencies only • Government First Responders rate plans with unlimited data remain among the highest-priority data plans on T-Mobile's network, no matter how much data is used. • Unlimited messaging and 4G LTE • Unlimited domestic roaming • Not subject to the fair usage prioritization threhold • Optimized video streaming at 480p • 3GB of 4G LTE Smartphone Mobile Hotspot (Unlimited 3G after the bucket is used) • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders (No cap)	Yes
GOVTRHS	Government First Responder Hotspot	$40.00	16%	$33.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	4GLTE/3G/E	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Mobile internet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	• Government First Responders eligible agencies only • Government First Responders rate plans with unlimited data remain among the highest-priority data plans on T-Mobile's network, no matter how much data is used. • Unlimited high-speed data • Unlimited domestic roaming • Unlimited 4G LTE Mobile Hotspot • Simple Global • Mobile Without Borders with no 5GB cap • Unlimited streaming of video in HD (480p) • Unlimited mobile hotspot devicedata for first responders who need to provide the fastest possible internet access to multiple users in a mobile response team.	Yes
GOVTRLD	Government First Responder Voice - Limited Data	$15.00	16%	$12.60	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	• Government First Responders eligible agencies only • Government First Responders rate plans with unlimited data remain among the highest-priority data plans on T-Mobile's network, no matter how much data is used. • Unlimited talk and text • 2GB or 6GB of 4G LTE (speeds slow at allotment) • Unlimited domestic roaming • Optimized video streaming • Smartphone mobile hotspot (speeds slow at allotment) • Simple Global • Stateside International Unlimited Texting • Gogo in-flight 1 hour (unlimited flights) • Mobile Without Borders (Usage cap will match the data SOC chosen)	Yes
GFR2DATA	Government First Responder 2GB Data Feature	$0.00	16%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	2GB	N/A	N/A	N/A	4GLTE/3G/E	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	• Government First Responders eligible agencies only • Government First Responders rate plans with unlimited data remain among the highest-priority data plans on T-Mobile's network, no matter how much data is used. • Unlimited talk and text • 2GB or 6GB of 4G LTE (speeds slow at allotment) • Unlimited domestic roaming • Optimized video streaming • Smartphone mobile hotspot (speeds slow at allotment) • Simple Global • Stateside International Unlimited Texting • Gogo in-flight 1 hour (unlimited flights) • Mobile Without Borders (Usage cap will match the data SOC chosen)	Yes

GFR6DATA	Government First Responder 6GB Data Feature	$15.00	16%	$12.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	6GB	N/A	N/A	N/A	4G LTE/3G/E	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Government First Responders eligible agencies only • Government First Responders rate plans with unlimited data remain among the highest-priority data plans on T-Mobile's network, no matter how much data is used. • Unlimited talk and text • 2GB or 6GB of 4G LTE (speeds slow at allotment) • Unlimited domestic roaming • Optimized video streaming • Smartphone mobile hotspot (speeds slow at allotment) • Simple Global • Stateside International Unlimited Texting • Gogo in-flight 1 hour (unlimited flights) • Mobile Without Borders (Usage cap will match the data SOC chosen)	Yes
SCVPUTTG6 & ADDUTTV20	Simple Choice Unlimited Talk, Text and Data (Requires minimum of 12 lines for each account) Unlimited minutes - Unlimited messaging - Simple Global- Stateside International Unlimited Texting - Mobile Without Borders	$15.00	16%	$12.60	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KB	Unlimited	Feature Dependant	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
Z6GBXDATA	Add-On: 6GB data for Simple Choice Unlimited data with 6 GB high-speed Smartphone Mobile Hotspot. Speeds slow at GB allotment Domestic data roaming	$15.00	0%	$15.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	6GB	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	4G LTE Data	6GB	N/A	N/A	5G/4G LTE/3G/EDG	6GB	N/A	Yes
Z10GBXDAT	Add-On: 10GB data for Simple Choice Unlimited data with 10 GB high-speed Smartphone Mobile Hotspot. Speeds slow at GB allotment. Domestic data roaming	$30.00	0%	$30.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	10GB	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	4G LTE Data	10GB	N/A	N/A	5G/4G LTE/3G/EDG	10GB	N/A	Yes
GOVUNL100 & GOV11GBHS	Gov Unlimited Phone (Line must be attached to NASPO Contract Node with minimum of 100 active lines on Node) Unlimited Voice Unlimited Messaging Unlimited 4G LTE High-speed Smartphone Data	$29.00	16%	$24.36	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	Subject to Prioritization after 50GB of Data Usage in a single month v	Yes
GVUNLMI	Simple Choice Unlimited Mobile Internet Data for Government Unlimited 4G LTE High-speed Mobile Internet Data Unlimited domestic messaging Domestic data roaming Simple Global Stateside International Unlimited Texting	$35.00	16%	$29.40	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Hotspots/Tablets/Routers/Mode	N/A	N/A	N/A	N/A	N/A	N/A	Subject to Prioritization after 50GB of Data Usage in a single month v	Yes
GOVUTB11H	Government Unlimited for Tablets 11 GB HS (Intended for use with tablets and netbooks) Unlimited messaging and high-speed data 11GB of 4G LTE Smartphone Mobile Hotspot (reduced to 3G after the bucket is used) Simple Global Optimized video streaming at 480p Stateside International Unlimited Texting Mobile Without Borders Domestic data roaming	$23.50	16%	$19.74	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	Subject to Prioritization after 50GB of Data Usage in a single month v	Yes
GOVUTB21H	Government Unlimited for Tablets 21 GB HS (Intended for use with tablets and netbooks) Unlimited messaging and high-speed data 21GB of 4G LTE Smartphone Mobile Hotspot (reduced to 3G after the bucket is used) Simple Global Optimized video streaming at 480p Stateside International Unlimited Texting Mobile Without Borders Domestic data roaming	$35.00	16%	$29.40	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	Subject to Prioritization after 50GB of Data Usage in a single month v	Yes
GOVUTB31H	Government Unlimited for Tablets 31 GB HS (Intended for use with tablets and netbooks) Unlimited messaging and high-speed data 31GB of 4G LTE Smartphone Mobile Hotspot (reduced to 3G after the bucket is used) - Simple Global Optimized video streaming at 480p Stateside International Unlimited Texting Mobile Without Borders Domestic data roaming	$40.50	16%	$34.02	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	Subject to Prioritization after 50GB of Data Usage in a single month v	Yes
GOVUTB41H	Government Unlimited for Tablets 41 GB HS (Intended for use with tablets and netbooks) Unlimited messaging and high-speed data 41GB of 4G LTE Smartphone Mobile Hotspot (reduced to 3G after the bucket is used) Simple Global Optimized video streaming at 480p Stateside International Unlimited Texting Mobile Without Borders Domestic data roaming	$52.50	16%	$44.10	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	Subject to Prioritization after 50GB of Data Usage in a single month v	Yes
GOVUSUB1	Government Unlimited for Phones w/Device Subsidy 1.0 Level 1 Unlimited talk, text, & 4G LTE data; Unlimited domestic roaming Optimized video streaming at 480p 11GB of 4G LTE Smartphone Mobile Hotspot (Unlimited 3G after the bucket is used) Stateside International Unlimited Texting Simple Global Mobile Without Borders (No cap) Gogo in-flight 1 hour (unlimited flights) Requires Add-On of either NODATA, GOV11GBHS, GOV21GBHS, GOVP31HS, or GOVP41HS	$41.00	16%	$34.44	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	For the Subsidy to be effective, Customer will activate a line of Servic	Yes
GOVUSUB2	Government Unlimited for Phones w/Device Subsidy 1.0 Level 2 Unlimited talk, text, & 4G LTE data; Unlimited domestic roaming Optimized video streaming at 480p 11GB of 4G LTE Smartphone Mobile Hotspot (Unlimited 3G after the bucket is used) Stateside International Unlimited Texting Simple Global Mobile Without Borders (No cap) Gogo in-flight 1 hour (unlimited flights) Requires Add-On of either NODATA, GOV11GBHS, GOV21GBHS, GOVP31HS, or GOVP41HS	$53.00	16%	$44.52	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	For the Subsidy to be effective, Customer will activate a line of Servic	Yes
GOVUSUB3	Government Unlimited for Phones w/Device Subsidy 1.0 Level 3 Unlimited talk, text, & 4G LTE data; Unlimited domestic roaming Optimized video streaming at 480p 11GB of 4G LTE Smartphone Mobile Hotspot (Unlimited 3G after the bucket is used) Stateside International Unlimited Texting Simple Global Mobile Without Borders (No cap) Gogo in-flight 1 hour (unlimited flights) Requires Add-On of either NODATA, GOV11GBHS, GOV21GBHS, GOVP31HS, or GOVP41HS	$64.00	16%	$53.76	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	For the Subsidy to be effective, Customer will activate a line of Servic	Yes
GVUSUB1	Government Unlimited for Phones 2.0 Subsidy 1 Unlimited minutes and messaging Mobile Without Borders Simple Global (up to 128 kbps) Stateside International Unlimited Texting Unlimited 4G LTE device data Unlimited domestic data roaming Optimized video streaming at 480p+ Gogo in-flight 1 hour (unlimited flights/sessions) Requires Add-On of either NODATA, GOV11GBHS, GOV21GBHS, GOVP31HS, or GOVP41HS	$41.00	16%	$34.44	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	For the Subsidy to be effective, Customer will activate a line of Servic	Yes
GVUSUB2	Government Unlimited for Phones 2.0 Subsidy 2 Unlimited minutes and messaging Mobile Without Borders Simple Global (up to 128 kbps) Stateside International Unlimited Texting Unlimited 4G LTE device data Unlimited domestic data roaming Optimized video streaming at 480p+ Gogo in-flight 1 hour (unlimited flights/sessions) Requires Add-On of either NODATA, GOV11GBHS, GOV21GBHS, GOVP31HS, or GOVP41HS	$53.00	16%	$44.52	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	For the Subsidy to be effective, Customer will activate a line of Servic	Yes

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GVUSUB3	Government Unlimited for Phones 2.0 Subsidy 3 Unlimited minutes and messaging Mobile Without Borders Simple Global (up to 128 kbps) Stateside International Unlimited Texting Unlimited 4G LTE device data Unlimited domestic data roaming Optimized video streaming at 480p+ Gogo in-flight 1 hour (unlimited flights/sessions) Requires Add-On of either NODATA, GOV11GBHS, GOV21GBHS, GOVP31HS, or GOVP41HS	$64.00	16%	$53.76	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	For the Subsidy to be effective, Customer will activate a line of Servic	Yes
NODATA	Add-On: No Data Service No Data feature for Government Unlimited for Phones Subsidy version 1.0 and 2.0 plans or Government Unlimited plans	$0.00	16%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Smartphone	No Data Service	N/A	N/A	N/A	N/A	N/A	N/A	Yes
GOV11GBHS	Add-On: Government Unlimited Data 11GB Hotspot Unlimited Data with 11GB Hotspot feature for Government Unlimited for Phones Subsidy version 1.0 and 2.0 plans or Government Unlimited plans	$0.00	16%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	4G LTE Hotspot	11GB	N/A	N/A	5G/4G LTE/3G/EDG	11GB	N/A	Yes
GOV21GBHS	Add-On: Government Unlimited Data 21GB Hotspot Unlimited Data with 21GB Hotspot feature for Government Unlimited for Phones Subsidy version 1.0 and 2.0 plans or Government Unlimited plans	$10.00	16%	$8.40	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	4G LTE Hotspot	21GB	N/A	N/A	5G/4G LTE/3G/EDG	21GB	N/A	Yes
GOVP31HS	Add-On: Government Unlimited Data 31GB Hotspot Unlimited Data with 31GB Hotspot feature for Government Unlimited for Phones Subsidy version 1.0 and 2.0 plans or Government Unlimited plans	$15.00	16%	$12.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	4G LTE Hotspot	31GB	N/A	N/A	5G/4G LTE/3G/EDG	31GB	N/A	Yes
GOVP41HS	Add-On: Government Unlimited Data 31GB Hotspot Unlimited Data with 41GB Hotspot feature for Government Unlimited for Phones Subsidy version 1.0 and 2.0 plans or Government Unlimited plans	$25.00	16%	$21.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	4G LTE Hotspot	41GB	N/A	N/A	5G/4G LTE/3G/EDG	41GB	N/A	Yes
G11HTBSB1	Government Unlimited Mobile Internet for Tablets w/11GB Hotspot Subsidy 2.0 Device Subsidy Level 1 Unlimited 4G LTE device data Unlimited messaging 11GB 4G LTE Smartphone Mobile Hotspot Optimized video streaming at 480p Unlimited domestic data roaming Not subject to the fair use prioritization threshold Gogo in-flight 1 hour (unlimited flights) Unlimited 3G Smartphone Mobile Hotspot after 11GB is used Simple Global Stateside International Unlimited Texting Mobile Without Borders Taxes and fees excluded	$35.00	16%	$29.40	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	For tablets only. Not compatible with hotspots, data sticks, laptops, netbooks, or other data-first devices (For example, ZTE SPro 2	Yes
G11HTBSB2	Government Unlimited Mobile Internet for Tablets w/11GB Hotspot Subsidy 2.0 Device Subsidy Level 2 Unlimited 4G LTE device data Unlimited messaging 11GB 4G LTE Smartphone Mobile Hotspot Optimized video streaming at 480p Unlimited domestic data roaming Not subject to the fair use prioritization threshold Gogo in-flight 1 hour (unlimited flights) Unlimited 3G Smartphone Mobile Hotspot after 11GB is used Simple Global Stateside International Unlimited Texting Mobile Without Borders Taxes and fees excluded	$47.00	16%	$39.48	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	For tablets only. Not compatible with hotspots, data sticks, laptops, netbooks, or other data-first devices (For example, ZTE SPro 2	Yes
G11HTBSB3	Government Unlimited Mobile Internet for Tablets w/11GB Hotspot Subsidy 2.0 Device Subsidy Level 3 Unlimited 4G LTE device data Unlimited messaging 11GB 4G LTE Smartphone Mobile Hotspot Optimized video streaming at 480p Unlimited domestic data roaming Not subject to the fair use prioritization threshold Gogo in-flight 1 hour (unlimited flights) Unlimited 3G Smartphone Mobile Hotspot after 11GB is used Simple Global Stateside International Unlimited Texting Mobile Without Borders Taxes and fees excluded	$59.00	16%	$49.56	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	For tablets only. Not compatible with hotspots, data sticks, laptops, netbooks, or other data-first devices (For example, ZTE SPro 2	Yes
G21HTBSB1	Government Unlimited Mobile Internet for Tablets w/21GB Hotspot Subsidy 2.0 Device Subsidy Level 1 Unlimited 4G LTE device data Unlimited messaging 21GB 4G LTE Smartphone Mobile Hotspot Optimized video streaming at 480p Unlimited domestic data roaming Not subject to the fair use prioritization threshold Gogo in-flight 1 hour (unlimited flights) Unlimited 3G Smartphone Mobile Hotspot after 21GB is used Simple Global Stateside International Unlimited Texting Mobile Without Borders Taxes and fees excluded	$47.00	16%	$39.48	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	For tablets only. Not compatible with hotspots, data sticks, laptops, netbooks, or other data-first devices (For example, ZTE SPro 2	Yes
G21HTBSB2	Government Unlimited Mobile Internet for Tablets w/21GB Hotspot Subsidy 2.0 Device Subsidy Level 2 Unlimited 4G LTE device data Unlimited messaging 21GB 4G LTE Smartphone Mobile Hotspot Optimized video streaming at 480p Unlimited domestic data roaming Not subject to the fair use prioritization threshold Gogo in-flight 1 hour (unlimited flights) Unlimited 3G Smartphone Mobile Hotspot after 21GB is used Simple Global Stateside International Unlimited Texting Mobile Without Borders Taxes and fees excluded	$59.00	16%	$49.56	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	For tablets only. Not compatible with hotspots, data sticks, laptops, netbooks, or other data-first devices (For example, ZTE SPro 2	Yes
G21HTBSB3	Government Unlimited Mobile Internet for Tablets w/21GB Hotspot Subsidy 2.0 Device Subsidy Level 3 Unlimited 4G LTE device data Unlimited messaging 21GB 4G LTE Smartphone Mobile Hotspot Optimized video streaming at 480p Unlimited domestic data roaming Not subject to the fair use prioritization threshold Gogo in-flight 1 hour (unlimited flights) Unlimited 3G Smartphone Mobile Hotspot after 21GB is used Simple Global Stateside International Unlimited Texting Mobile Without Borders Taxes and fees excluded	$71.00	16%	$59.64	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	For tablets only. Not compatible with hotspots, data sticks, laptops, netbooks, or other data-first devices (For example, ZTE SPro 2	Yes
GP31HTSB1	Government Unlimited Plus Mobile Internet for Tablets w/31GB Hotspot Device Subsidy 2.0 Level 1 Unlimited 4G LTE device data Unlimited messaging 31GB 4G LTE Smartphone Mobile Hotspot Unlimited HD video streaming at 1080p (must be activated) Unlimited domestic data roaming Not subject to the fair use prioritization threshold Unlimited Gogo in-flight Wi-Fi Unlimited 3G Smartphone Mobile Hotspot after 31GB is used Simple Global—Unlimited 2G data at 2x speeds in 210+ destinations (up to 256kbps) Stateside International Unlimited Texting Mobile Without Borders Taxes and fees excluded	$53.00	16%	$44.52	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	For tablets only. Not compatible with hotspots, data sticks, laptops, netbooks, or other data-first devices (For example, ZTE SPro 2	Yes

GP31HTSB2	Government Unlimited Plus Mobile Internet for Tablets w/31GB Hotspot Device Subsidy 2.0 Level 2 Unlimited 4G LTE device data Unlimited messaging 31GB 4G LTE Smartphone Mobile Hotspot Unlimited HD video streaming at 1080p (must be activated) Unlimited domestic data roaming Not subject to the fair use prioritization threshold Unlimited Gogo in-flight Wi-Fi Unlimited 3G Smartphone Mobile Hotspot after 31GB is used Simple Global—Unlimited 2G data at 2x speeds in 210+ destinations (up to 256kbps) Stateside International Unlimited Texting Mobile Without Borders Taxes and fees excluded	$65.00	16%	$54.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	For tablets only. Not compatible with hotspots, data sticks, laptops, netbooks, or other data-first devices (For example, ZTE SPro 2	Yes
GP31HTSB3	Government Unlimited Plus Mobile Internet for Tablets w/31GB Hotspot Device Subsidy 2.0 Level 3 Unlimited 4G LTE device data Unlimited messaging 31GB 4G LTE Smartphone Mobile Hotspot Unlimited HD video streaming at 1080p (must be activated) Unlimited domestic data roaming Not subject to the fair use prioritization threshold Unlimited Gogo in-flight Wi-Fi Unlimited 3G Smartphone Mobile Hotspot after 31GB is used Simple Global—Unlimited 2G data at 2x speeds in 210+ destinations (up to 256kbps) Stateside International Unlimited Texting Mobile Without Borders Taxes and fees excluded	$76.00	16%	$63.84	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	For tablets only. Not compatible with hotspots, data sticks, laptops, netbooks, or other data-first devices (For example, ZTE SPro 2	Yes
GP41HTSB1	Government Unlimited Plus Mobile Internet for Tablets w/41GB Hotspot Device Subsidy 2.0 Level 1 Unlimited 4G LTE device data Unlimited messaging 41GB 4G LTE Smartphone Mobile Hotspot Unlimited HD video streaming at 1080p (must be activated) Unlimited domestic data roaming Not subject to the fair use prioritization threshold Unlimited Gogo in-flight Wi-Fi Unlimited 3G Smartphone Mobile Hotspot after 41GB is used Simple Global—Unlimited 2G data at 2x speeds in 210+ destinations (up to 256kbps) Stateside International Unlimited Texting Mobile Without Borders Taxes and fees excluded	$65.00	16%	$54.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	For tablets only. Not compatible with hotspots, data sticks, laptops, netbooks, or other data-first devices (For example, ZTE SPro 2	Yes
GP41HTSB2	Government Unlimited Plus Mobile Internet for Tablets w/41GB Hotspot Device Subsidy 2.0 Level 2 Unlimited 4G LTE device data Unlimited messaging 41GB 4G LTE Smartphone Mobile Hotspot Unlimited HD video streaming at 1080p (must be activated) Unlimited domestic data roaming Not subject to the fair use prioritization threshold Unlimited Gogo in-flight Wi-Fi Unlimited 3G Smartphone Mobile Hotspot after 41GB is used Simple Global—Unlimited 2G data at 2x speeds in 210+ destinations (up to 256kbps) Stateside International Unlimited Texting Mobile Without Borders Taxes and fees excluded	$76.00	16%	$63.84	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	For tablets only. Not compatible with hotspots, data sticks, laptops, netbooks, or other data-first devices (For example, ZTE SPro 2	Yes
GP41HTSB3	Government Unlimited Plus Mobile Internet for Tablets w/41GB Hotspot Device Subsidy 2.0 Level 3 Unlimited 4G LTE device data Unlimited messaging 41GB 4G LTE Smartphone Mobile Hotspot Unlimited HD video streaming at 1080p (must be activated) Unlimited domestic data roaming Not subject to the fair use prioritization threshold Unlimited Gogo in-flight Wi-Fi Unlimited 3G Smartphone Mobile Hotspot after 41GB is used Simple Global—Unlimited 2G data at 2x speeds in 210+ destinations (up to 256kbps) Stateside International Unlimited Texting Mobile Without Borders Taxes and fees excluded	$88.00	16%	$73.92	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	For tablets only. Not compatible with hotspots, data sticks, laptops, netbooks, or other data-first devices (For example, ZTE SPro 2	Yes
GOVFRUN	First Responder Unlimited for Phones Unlimited talk, text, & 4G LTE data Unlimited domestic roaming Optimized video streaming at 480p 11GB of 4G LTE Smartphone Mobile Hotspot (Unlimited 3G after the bucket is used) Stateside International Unlimited Texting Simple Global Mobile Without Borders (No cap) Gogo in-flight 1 hour (unlimited flights)	$34.00	16%	$28.56	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	End user must be a qualified First Responder.	Yes
GOVFRLD	First Responder Unlimited Talk and Text with 2GB or 6GB 4G LTE Data 2GB or 6GB of 4G LTE (speeds slow at allotment) Unlimited domestic roaming Optimized video streaming Smartphone mobile hotspot (speeds slow at allotment) Simple Global Stateside International Unlimited Texting Gogo in-flight 1 hour (unlimited flights) Mobile Without Borders	$15.00	16%	$12.60	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KB	Unlimited	Feature Dependant	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	End user must be a qualified First Responder.Must add GFR2DATA or	Yes
GFR2DATA	Add-On: 2GB 4G LTE Data for GOVFRLD Unlimited Voice and Data Speeds slow at 2GB	$0.00	16%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	2GB	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	4G LTE Data	2GB	N/A	N/A	5G/4G LTE/3G/EDG	2GB	N/A	Yes
GFR6DATA	Add-On: 6GB 4G LTE Data for GOVFRLD Unlimited Voice and Data Speeds slow at 6GB	$15.00	16%	$12.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	6GB	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	4G LTE Data	4GB	N/A	N/A	5G/4G LTE/3G/EDG	6GB	N/A	Yes
GFR11TSB1	First Responder Unlimited for Tablets 2.0 Subsidy 1 - 11 GB hotspot Unlimited 4G LTE device data Unlimited messaging 11 GB 4G LTE Smartphone Mobile Hotspot Optimized video streaming at 480p Unlimited domestic data roaming Not subject to the fair use prioritization threshold Gogo in-flight 1 hour (unlimited flights) Unlimited 3G Smartphone Mobile Hotspot after 11 GB is used Simple Global Stateside International Unlimited Texting Mobile Without Borders	$40.00	16%	$33.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	11GB	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	New Activations Only	Yes
GFR11TSB2	First Responder Unlimited for Tablets 2.0 Subsidy 2 - 11 GB hotspot Unlimited 4G LTE device data Unlimited messaging 11 GB 4G LTE Smartphone Mobile Hotspot Optimized video streaming at 480p Unlimited domestic data roaming Not subject to the fair use prioritization threshold Gogo in-flight 1 hour (unlimited flights) Unlimited 3G Smartphone Mobile Hotspot after 11 GB is used Simple Global Stateside International Unlimited Texting Mobile Without Borders	$52.00	16%	$43.68	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	11GB	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	New Activations Only	Yes

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GFR11TSB3	First Responder Unlimited for Tablets 2.0 Subsidy 3 - 11 GB hotspot Unlimited 4G LTE device data Unlimited messaging 11 GB 4G LTE Smartphone Mobile Hotspot Optimized video streaming at 480p Unlimited domestic data roaming Not subject to the fair use prioritization threshold Gogo in-flight 1 hour (unlimited flights) Unlimited 3G Smartphone Mobile Hotspot after 11 GB is used Simple Global Stateside International Unlimited Texting Mobile Without Borders	$64.00	16%	$53.76	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	11GB	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	New Activations Only	Yes
GFR21TSB1	First Responder Unlimited for Tablets 2.0 Subsidy 1 - 21 GB hotspot Unlimited 4G LTE device data Unlimited messaging 21 GB 4G LTE Smartphone Mobile Hotspot Optimized video streaming at 480p Unlimited domestic data roaming Not subject to the fair use prioritization threshold Gogo in-flight 1 hour (unlimited flights) Unlimited 3G Smartphone Mobile Hotspot after 21 GB is used Simple Global Stateside International Unlimited Texting Mobile Without Borders	$52.00	16%	$43.68	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	21GB	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	New Activations Only	Yes
GFR21TSB2	First Responder Unlimited for Tablets 2.0 Subsidy 2 - 21 GB hotspot Unlimited 4G LTE device data Unlimited messaging 21 GB 4G LTE Smartphone Mobile Hotspot Optimized video streaming at 480p Unlimited domestic data roaming Not subject to the fair use prioritization threshold Gogo in-flight 1 hour (unlimited flights) Unlimited 3G Smartphone Mobile Hotspot after 21 GB is used Simple Global Stateside International Unlimited Texting Mobile Without Borders	$64.00	16%	$53.76	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	21GB	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	New Activations Only	Yes
GFR21TSB3	First Responder Unlimited for Tablets 2.0 Subsidy 3 - 21 GB hotspot Unlimited 4G LTE device data Unlimited messaging 21 GB 4G LTE Smartphone Mobile Hotspot Optimized video streaming at 480p Unlimited domestic data roaming Not subject to the fair use prioritization threshold Gogo in-flight 1 hour (unlimited flights) Unlimited 3G Smartphone Mobile Hotspot after 21 GB is used Simple Global Stateside International Unlimited Texting Mobile Without Borders	$76.00	16%	$63.84	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	21GB	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	New Activations Only	Yes
GFRP31TS1	First Responder Unlimited Plus for Tablets 2.0 Subsidy 1 - 31 GB hotspot Unlimited 4G LTE device data Unlimited messaging 31 GB 4G LTE Smartphone Mobile Hotspot Unlimited HD video streaming at 1080p (must be activated) Unlimited domestic data roaming Not subject to the fair use prioritization threshold Unlimited Gogo in-flight Wi-Fi Unlimited 3G Smartphone Mobile Hotspot after 31 GB is used Simple Global —Unlimited 2G data at 2x speeds in 210+ destinations (up to 256kbps) Stateside International Unlimited Texting Mobile Without Borders	$57.00	16%	$47.88	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	31GB	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	New Activations Only	Yes
GFRP31TS2	First Responder Unlimited Plus for Tablets 2.0 Subsidy 2 - 31 GB hotspot Unlimited 4G LTE device data Unlimited messaging 31 GB 4G LTE Smartphone Mobile Hotspot Unlimited HD video streaming at 1080p (must be activated) Unlimited domestic data roaming Not subject to the fair use prioritization threshold Unlimited Gogo in-flight Wi-Fi Unlimited 3G Smartphone Mobile Hotspot after 31 GB is used Simple Global —Unlimited 2G data at 2x speeds in 210+ destinations (up to 256kbps) Stateside International Unlimited Texting Mobile Without Borders	$69.00	16%	$57.96	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	31GB	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	New Activations Only	Yes
GFRP31TS3	First Responder Unlimited Plus for Tablets 2.0 Subsidy 3 - 31 GB hotspot Unlimited 4G LTE device data Unlimited messaging 31 GB 4G LTE Smartphone Mobile Hotspot Unlimited HD video streaming at 1080p (must be activated) Unlimited domestic data roaming Not subject to the fair use prioritization threshold Unlimited Gogo in-flight Wi-Fi Unlimited 3G Smartphone Mobile Hotspot after 31 GB is used Simple Global —Unlimited 2G data at 2x speeds in 210+ destinations (up to 256kbps) Stateside International Unlimited Texting Mobile Without Borders	$81.00	16%	$68.04	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	31GB	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	New Activations Only	Yes
GFRP41TS1	First Responder Unlimited Plus for Tablets 2.0 Subsidy 1 - 41 GB hotspot Unlimited 4G LTE device data Unlimited messaging 41 GB 4G LTE Smartphone Mobile Hotspot Unlimited HD video streaming at 1080p (must be activated) Unlimited domestic data roaming Not subject to the fair use prioritization threshold Unlimited Gogo in-flight Wi-Fi Unlimited 3G Smartphone Mobile Hotspot after 41 GB is used Simple Global —Unlimited 2G data at 2x speeds in 210+ destinations (up to 256kbps) Stateside International Unlimited Texting Mobile Without Borders	$69.00	16%	$57.96	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	41GB	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	New Activations Only	Yes
GFRP41TS2	First Responder Unlimited Plus for Tablets 2.0 Subsidy 2 - 41 GB hotspot Unlimited 4G LTE device data Unlimited messaging 41 GB 4G LTE Smartphone Mobile Hotspot Unlimited HD video streaming at 1080p (must be activated) Unlimited domestic data roaming Not subject to the fair use prioritization threshold Unlimited Gogo in-flight Wi-Fi Unlimited 3G Smartphone Mobile Hotspot after 41 GB is used Simple Global —Unlimited 2G data at 2x speeds in 210+ destinations (up to 256kbps) Stateside International Unlimited Texting Mobile Without Borders	$81.00	16%	$68.04	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	41GB	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	New Activations Only	Yes
GFRP41TS3	First Responder Unlimited Plus for Tablets 2.0 Subsidy 3 - 41 GB hotspot Unlimited 4G LTE device data Unlimited messaging 41 GB 4G LTE Smartphone Mobile Hotspot Unlimited HD video streaming at 1080p (must be activated) Unlimited domestic data roaming Not subject to the fair use prioritization threshold Unlimited Gogo in-flight Wi-Fi Unlimited 3G Smartphone Mobile Hotspot after 41 GB is used Simple Global —Unlimited 2G data at 2x speeds in 210+ destinations (up to 256kbps) Stateside International Unlimited Texting Mobile Without Borders	$93.00	16%	$78.12	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	41GB	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	New Activations Only	Yes

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GUFRSUB1	First Responder Unlimited for Phones 2.0 Subsidy 1 Unlimited talk and text Not subject to the fair usage prioritization threshold $0 data SOC (add below) includes: Unlimited 4G LTE device data Unlimited domestic data roaming Optimized video streaming at 480p+ Unlimited 3G speed Smartphone Mobile Hotspot after 11 GB is used (up to 600 kbps) 11 GB 4G LTE Smartphone Mobile Hotspot Stateside International Unlimited Texting Simple Global Mobile Without Borders Gogo in-flight 1 hour (unlimited flights)	$46.00	16%	$38.64	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KB	Unlimited	11GB	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	New Activations OnlyRequires One of the below data SOCs: GOVFR:	Yes
GUFRSUB2	First Responder Unlimited for Phones 2.0 Subsidy 2 Unlimited talk and text Not subject to the fair usage prioritization threshold $0 data SOC (add below) includes: Unlimited 4G LTE device data Unlimited domestic data roaming Optimized video streaming at 480p+ Unlimited 3G speed Smartphone Mobile Hotspot after 11 GB is used (up to 600 kbps) 11 GB 4G LTE Smartphone Mobile Hotspot Stateside International Unlimited Texting Simple Global Mobile Without Borders Gogo in-flight 1 hour (unlimited flights)	$58.00	16%	$48.72	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KB	Unlimited	11GB	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	New Activations OnlyRequires One of the below data SOCs: GOVFR:	Yes
GUFRSUB3	First Responder Unlimited for Phones 2.0 Subsidy 3 Unlimited talk and text Not subject to the fair usage prioritization threshold $0 data SOC (add below) includes: Unlimited 4G LTE device data Unlimited domestic data roaming Optimized video streaming at 480p+ Unlimited 3G speed Smartphone Mobile Hotspot after 11 GB is used (up to 600 kbps) 11 GB 4G LTE Smartphone Mobile Hotspot Stateside International Unlimited Texting Simple Global Mobile Without Borders Gogo in-flight 1 hour (unlimited flights)	$69.00	16%	$57.96	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KB	Unlimited	11GB	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	New Activations OnlyRequires One of the below data SOCs: GOVFR:	Yes
GFRP41TS2	First Responder Unlimited Plus for Tablets 2.0 Subsidy 2 - 41 GB hotspot Unlimited 4G LTE device data Unlimited messaging 41 GB 4G LTE Smartphone Mobile Hotspot Unlimited HD video streaming at 1080p (must be activated) Unlimited domestic data roaming Not subject to the fair use prioritization threshold Unlimited Gogo in-flight Wi-Fi Unlimited 3G Smartphone Mobile Hotspot after 41 GB is used Simple Global —Unlimited 2G data at 2x speeds in 210+ destinations (up to 256kbps) Stateside International Unlimited Texting Mobile Without Borders	$81.00	16%	$68.04	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	41GB	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	New Activations Only	Yes
GFRP41TS3	First Responder Unlimited Plus for Tablets 2.0 Subsidy 3 - 41 GB hotspot Unlimited 4G LTE device data Unlimited messaging 41 GB 4G LTE Smartphone Mobile Hotspot Unlimited HD video streaming at 1080p (must be activated) Unlimited domestic data roaming Not subject to the fair use prioritization threshold Unlimited Gogo in-flight Wi-Fi Unlimited 3G Smartphone Mobile Hotspot after 41 GB is used Simple Global —Unlimited 2G data at 2x speeds in 210+ destinations (up to 256kbps) Stateside International Unlimited Texting Mobile Without Borders	$93.00	16%	$78.12	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	41GB	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	New Activations Only	Yes
GUFRSUB1	First Responder Unlimited for Phones 2.0 Subsidy 1 Unlimited talk and text Not subject to the fair usage prioritization threshold $0 data SOC (add below) includes: Unlimited 4G LTE device data Unlimited domestic data roaming Optimized video streaming at 480p+ Unlimited 3G speed Smartphone Mobile Hotspot after 11 GB is used (up to 600 kbps) 11 GB 4G LTE Smartphone Mobile Hotspot Stateside International Unlimited Texting Simple Global Mobile Without Borders Gogo in-flight 1 hour (unlimited flights)	$46.00	16%	$38.64	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KB	Unlimited	11GB	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	New Activations OnlyRequires One of the below data SOCs: GOVFR:	Yes
GUFRSUB2	First Responder Unlimited for Phones 2.0 Subsidy 2 Unlimited talk and text Not subject to the fair usage prioritization threshold $0 data SOC (add below) includes: Unlimited 4G LTE device data Unlimited domestic data roaming Optimized video streaming at 480p+ Unlimited 3G speed Smartphone Mobile Hotspot after 11 GB is used (up to 600 kbps) 11 GB 4G LTE Smartphone Mobile Hotspot Stateside International Unlimited Texting Simple Global Mobile Without Borders Gogo in-flight 1 hour (unlimited flights)	$58.00	16%	$48.72	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KB	Unlimited	11GB	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	New Activations OnlyRequires One of the below data SOCs: GOVFR:	Yes
GUFRSUB3	First Responder Unlimited for Phones 2.0 Subsidy 3 Unlimited talk and text Not subject to the fair usage prioritization threshold $0 data SOC (add below) includes: Unlimited 4G LTE device data Unlimited domestic data roaming Optimized video streaming at 480p+ Unlimited 3G speed Smartphone Mobile Hotspot after 11 GB is used (up to 600 kbps) 11 GB 4G LTE Smartphone Mobile Hotspot Stateside International Unlimited Texting Simple Global Mobile Without Borders Gogo in-flight 1 hour (unlimited flights)	$69.00	16%	$57.96	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KB	Unlimited	11GB	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	New Activations OnlyRequires One of the below data SOCs: GOVFR:	Yes
GGEOBSCTI	Geotab Fleet Management Base Plan GPS location, VIN, Driver ID, and basic IOX support worldwide	$15.00	16%	$12.60	N/A	N/A	n/a	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	N/A	N/A	N/A	N/A	No	Geotab Device	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited data @512kbps speedCanada and Mexico roaming (all oth	Yes
GGEOHOSTI	Geotab Fleet Management Regulatory Plan 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	16%	$19.74	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	N/A	N/A	N/A	N/A	No	Geotab Device	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited data @512kbps speedCanada and Mexico roaming (all oth	Yes
GGEOPROTI	Geotab Fleet Management Pro Plan The functionality of the Regulatory plan and support for engine and accelerometer data worldwide	$29.00	16%	$24.36	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	N/A	N/A	N/A	N/A	No	Geotab Device	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited data @512kbps speedCanada and Mexico roaming (all oth	Yes
GGEOPRXTI	Geotab Fleet Management Pro Plus Plan The ProPlus plan offers the greatest functionality, including Active Tracking, a lifetime warranty, and premium services including EV data worldwide	$35.00	16%	$29.40	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	N/A	N/A	N/A	N/A	No	Geotab Device	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited data @512kbps speedCanada and Mexico roaming (all oth	Yes
G2GBMIZ0	EmpowerED Program 2GB Mobile Internet Unlimited data (speeds slow at GB allotment) Mobile Hotspot (speeds slow at GB allotment) Binge On 200MB Domestic data roaming Simple Global Mobile Without Borders Music Freedom All recurring taxes and fees included in MRC	$0.00	0%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	2GB	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Internet Connected Learning De	N/A	N/A	N/A	N/A	N/A	N/A	EmpowerEd application required from qualified educational institutio	Yes

G2GBMI10	EmpowerED Program 2GB Mobile Internet Unlimited data (speeds slow at GB allotment) Mobile Hotspot (speeds slow at GB allotment) Binge On 200MB Domestic data roaming Simple Global Mobile Without Borders Music Freedom All recurring taxes and fees included in MRC	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	2GB	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Internet Connected Learning De	N/A	N/A	N/A	N/A	N/A	N/A	EmpowerEd application required from qualified educational institutions	Yes
GUNLMINZ	EmpowerED Program Unlimited 4G LTE Mobile Internet Unlimited data (speeds slow at GB allotment) Mobile Hotspot (speeds slow at GB allotment Binge On 200MB Domestic data roaming Simple Global Mobile Without Borders Music Freedom All recurring taxes and fees included in MRC	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Internet Connected Learning De	N/A	N/A	N/A	N/A	N/A	N/A	EmpowerEd application required from qualified educational institutions	Yes
GMIUNLMTM	EmpowerED 2.0 Program Unlimited Mobile Internet Unlimited data (speeds slow at 2GB allotment for limited bucket plan) Mobile Hotspot (speeds slow at 2GB allotment for limited bucket plan). Unlimited hotspot version speeds do not slow. Binge On 200MB Domestic data roaming Simple Global Mobile Without Borders Music Freedom All recurring taxes and fees included in MRC Optional content filter: GEDFLTER0 - for filtering content on EmpowerED devices	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	2GB	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	N/A	N/A	N/A	N/A	N/A	Yes	Internet Connected Learning De	N/A	N/A	N/A	N/A	N/A	N/A	EmpowerEd application required from qualified educational institutions	Yes
GEDFLTER0	Add-On: EDU EmpowerED Filtering Optional content filtering feature for EmpowerEd Lines	$0.00	0%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/a	Internet Connected Learning De	Content Filtering	N/A	N/A	N/A	N/A	N/A	EmpowerEd application required from qualified educational institutions	Yes
GVFRUNL0 & GVFRUNLD4	Government First Responder Voice $0	$0.00	0%	$0.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KB	Unlimited	Feature Dependant	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
GVFR15UNL & GVFRULDT	GovFirstRespond New UNLPLUS	$15.00	0%	$15.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KB	Unlimited	Feature Dependant	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
GSMHSMTM	EmpowerED 2.0 SMHS Month to Month Unlimited data (speeds slow at 2GB allotment for limited bucket plan) Mobile Hotspot (speeds slow at 2GB allotment for limited bucket plan). Unlimited hotspot version speeds do not slow. Binge On 200MB Domestic data roaming Simple Global Mobile Without Borders Music Freedom All recurring taxes and fees included in MRC Optional content filter: GEDFLTER0 - for filtering content on EmpowerED devices	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	2GB	N/A	KB	N/A	5G/4G LTE/3G/EDG E/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	Tablet or Mobile Internet Device	N/A	N/A	N/A	N/A	N/A	N/A	Plans are voice barredCustomers can use non-native SMS services such as WhatsApp, Facebook messenger, etc	Yes
GCONHER0	Connecting Heroes Voice Unlimited talk, text, & 4G LTE data Unlimited domestic roaming Not subject to the fair usage prioritization threshold Optimized video streaming at 480p 1GB of 4G LTE Smartphone Mobile Hotspot (Unlimited 3G after the bucket is used) Stateside International Unlimited Texting Mobile Without Borders - 128kbps	$0.00	0%	$0.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KB	Unlimited	1GB	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	Requres: GVFRUNLDA SOC for Included Data $0 Customer will still be responsible for any open EIPs. No minimum line requirement. Not subject to the fair usage prioritization threshold. WPS is not included with this plan, but the feature is compatible - customer must request approval for WPS service at https://www.dhs.gov/requesting-gets-and-wps This is a single line rate plan and can't be on a BAN with regular family/pooling plans. No minimum line requirement. Not subject to the fair usage prioritization threshold. Subscriber must be qualified Fire, Police, or EMS	Yes
GVFR15UNL	Connecting Heroes AMP Unlimited talk, text, & 4G LTE data Unlimited domestic roaming Not subject to the fair usage prioritization threshold 20GB of 4G LTE Smartphone Mobile Hotspot (Unlimited 3G after the bucket is used) Unlimited HD streaming passes (must be activated) Stateside International Unlimited Texting Simple Global Unlimited 2G data at 2x speeds in 210+ destinations (up to 256kbps) Mobile Without Borders Unlimited Gogo Inflight Wi-Fi (unlimited flights/sessions) Name ID & VTT	$15.00	0%	$15.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KB	Unlimited	20GB	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	Requres: GVFRULDT SOC for Connecting Heroes Government First Responder Plus Data $0 $15 plan is tax exclusive. Customers are billed standard taxes and fees per line Customer will still be responsible for any open EIPs Customer must request approval for WPS service at https://www.dhs.gov/requesting-gets-and-wps This is a single line rate plan and can't be on a BAN with regular family/pooling plans. No minimum line requirement. Not subject to the fair usage prioritization threshold. Subscriber must be qualified Fire, Police, or EMS	Yes
GTMOXESTE	Moxee Signal Rate Plan - Government Unlimted 3G data Unlimited Text Unlimited domestic data roaming International roaming in Simple Global countries (including Canada and Mexico)	$15.00	16%	$12.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	3G	Unlimited	N/A	N/A	N/A	N/A	N/A	BYOD, Device not available from T-Mobile	N/A	N/A	N/A	N/A	N/A	N/A	Rate plan does not support devices other than Moxee Signal	Yes
GP10M + G100GP10M	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. Education grade Web Filtering. For eligible NSLP student household only. Subject to annual state allotment and Education PM approvals. 5 year T-Mobile commitment.	$0.00	0%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	GB/Annual	100	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Hotspot device	N/A	N/A	N/A	N/A	N/A	N/A	Subject to annual state allotment and Education PM approvals. 5 year T-Mobile commitment.	Yes
GAMP100SL	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	0%	$12.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	GB/Month	100	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Hotspot device	N/A	N/A	N/A	N/A	N/A	N/A	Subject to annual state allotment and Education PM approvals. 5 year T-Mobile commitment.	Yes
PP10M15UN	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	0%	$15.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	GB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Hotspot device	N/A	N/A	N/A	N/A	N/A	N/A	Subject to annual state allotment and Education PM approvals. 5 year T-Mobile commitment.	Yes
GAMP100	Project 10Million TFB 100 GB Per Month General Rate Plan (NSLP & Non-NSLP) 100 GB data per month (Month-to-Month Term). Choice of P10M Mobile hotspot device or SIM card included and discount for select WiFi devices.	$12.00	0%	$12.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	GB/Month	100	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Hotspot device	N/A	N/A	N/A	N/A	N/A	N/A		Yes
P10MUN15	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	0%	$15.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	GB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Hotspot device	N/A	N/A	N/A	N/A	N/A	N/A	2 year T-Mobile commitment	Yes
P10MUN20	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	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	GB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Hotspot device	N/A	N/A	N/A	N/A	N/A	N/A	1 year T-Mobile commitment	Yes
P10MUN25	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	0%	$25.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	GB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDG E/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Hotspot device	N/A	N/A	N/A	N/A	N/A	N/A		Yes

***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 and high schools, and districts across the U.S. Schools or districts. 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");

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– 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.
*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.
***Project 10 Million**
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 1000 GB or 365 days; monthly data service ends at 100 GB 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 1.5 Mbps. 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 >50 GB/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.
***Connecting Heroes** plans not eligible for any aggregate volume discount; $35 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.
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.
Moxee Signal Rate Plan - Government
Moxee Signal rate plan is used by customers who have the Moxee Signal Personal Safety Wearable device; Unlimited 3G data; Unlimited Text; Unlimited domestic data roaming; International roaming in Simple Global countries (including Canada and Mexico; Not available in Arizona; Monitoring service provided on behalf of Moxee by KonnectONE LLC. Requires a Moxee signal device purchased through KonnectONE LLC. Customer's use of the Moxee signal device and related monitoring services is subject to acceptance of the Terms of Service for Moxee Signal ("Moxee Terms"). Customer is responsible for agreeing to the Moxee Terms in the manner required by KONNECTONE, LLC.
Geotab: 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://mygeotab.com.

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STATE OF UTAH
CONTRACT AMENDMENT

AMENDMENT # 3 To **CONTRACT** # MA176

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between the State of Utah, Division of Purchasing referred to as State Entity and, T-Mobile USA, Inc., referred to as Contractor.

THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

1. **Contract period:**

7/1/2019	(original starting date)
8/11/2024	(current ending date)
8/11/2024	**new ending date**

2. **Other changes:** (attach other sheets if necessary):

The Parties agree as follows:
In this Amendment, changes to pre-existing Contract language will use ~~strike through~~ for deletions and underlining for insertions.

REVISION 1. Attachment A – NASPO ValuePoint Master Agreement Terms and Conditions is amended as follows:

5. Participants and Scope

b. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies and political subdivisions are subject to the approval of the respective State Chief Procurement Official. Other Participating Entities (including cooperatives) authorized by individual state statutes to use state contracts including Native American government tribes and non-profit organizations, may be subject to the approval of the respective State Chief Procurement Official and/or their respective procurement rules. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official. NASPO ValuePoint shall determine, manage, and communicate to Contractor the process of obtaining any required approval or consent of the respective State Chief Procurement Official, as set forth in Section 5, and what constitutes a Participating Addendum and its required documentation.

3. **Effective Date of Amendment**: 08/26/2020

All other conditions and terms in the original contract and previous amendments remain the same.

IN WITNESS WHEREOF, the parties sign and cause the amendment to be executed.

CONTRACTOR

DocuSigned by:
8F686CC93437...
Contractor's signature — 9/2/2020 Date

David Bezzant — Vice President
Type or Print Name and Title

STATE

09/09/2020
Director, Division of Purchasing — Date

Approved by Public Sector Legal As To Legal Form – KC 8/31/20

Christopher Jennings	801-957-7151	385-465-6008	ctjennings@utah.gov
Agency Contact Person	Telephone Number	Fax Number	Email

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AMENDMENT No.2
TO THE MASTER AGREEMENT #MA176
Between
STATE OF UTAH DIVISION OF PURCHASING
And
T-MOBILE USA, INC.

THIS AMENDMENT is made by and between the State of Utah, Division of Purchasing ("State"), T-Mobile USA, Inc., ("T-Mobile" or "Contractor") to the NASPO ValuePoint Master Agreement #MA176 for Wireless Data, Voice and Accessories, and is effective as of the date the second party signs this Amendment No. 2 ("Amendment Effective Date").

BACKGROUND

A. The State entered into a Master Agreement #MA176 with T-Mobile, pursuant to Bid #CJ18012, with an effective date of July 1, 2019 ("T-Mobile NASPO Agreement");

B. The State entered into a Master Agreement #MA262 with Sprint Solutions, Inc., ("Sprint"), pursuant to Bid #CJ18012, with an effective date of December 6, 2019 ("Sprint MA262 NASPO Agreement");

C. Effective April 1, 2020: (i) T-Mobile US, Inc., the parent company of Contractor merged with Sprint Corporation, the parent company of Sprint Solutions, Inc.; (ii) as a result of the merger, Sprint Corporation and all its subsidiaries, including Sprint Solutions, Inc., are now subsidiaries of T-Mobile US, Inc.; (iii) Contractor and Sprint continue to be valid, wholly-owned subsidiaries of T-Mobile US, Inc.; and (iv) T-Mobile and Sprint will continue to perform their respective obligations relating to the T-Mobile NASPO Agreement or the Sprint MA262 NASPO Agreement;

D. The T-Mobile NASPO Agreement and the Sprint MA262 NASPO Agreement will continue in accordance with their respective terms and conditions; and

E. The goal for T-Mobile, Sprint and the State is to: (i) bring the Sprint MA262 NASPO Agreement Participating Entities and Purchasing Entities (collectively the "Sprint MA262 Entities") under the T-Mobile NASPO Agreement; (ii) provide a process for the other Sprint NASPO Master Agreement #1907 Participating Entities and Buyers that have not signed a Participating Addendum under Sprint MA262 NASPO Agreement (collectively the "Other Sprint 1907 Entities") to move under the T-Mobile NASPO Agreement; and (iii) incorporate into the T-Mobile NASPO Agreement the Sprint Products and Services listed in the Sprint MA262 NASPO Agreement for the benefit of the Sprint MA262 Entities and the Other Sprint 1907 Entities.

AGREEMENT

The parties agree to amend this T-Mobile NASPO Agreement as follows:

1. T-Mobile and NASPO will coordinate with Sprint MA262 Entities under the Sprint MA262 NASPO Agreement to migrate accounts to the corresponding Participating Addenda under the T-Mobile NASPO Agreement. The preferred migration methods will be through either

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the execution of an amendment with each of the Sprint MA262 Entities current Participating Addenda to associate each with the T-Mobile NASPO Agreement as the governing master agreement, or an opt in/opt out type notification to all Sprint MA262 Entities. The Sprint MA262 NASPO Agreement will remain in full force and effect until such time as all Sprint MA262 Entities under the Sprint Participating Addenda migrate to the T-Mobile NASPO Agreement.

2. T-Mobile and NASPO will coordinate with the Other Sprint 1907 Entities under the Sprint NASPO Agreement #1907 to migrate accounts to Participating Addenda under the T-Mobile NASPO Agreement. The preferred migration methods will be through either the execution of an amendment with each of the Other Sprint 1907 Entities' current Participating Addenda to associate each with the T-Mobile NASPO Agreement as the governing master agreement, or an opt in/opt out type notification to all Other Sprint 1907 Entities. The Sprint NASPO Agreement #1907 will remain in full force and effect until it expires in accordance with its terms.

3. All wireless Products and Services from the Sprint MA262 NASPO Agreement are incorporated by reference into this T-Mobile NASPO Agreement for the sole purpose of allowing the continued use by the Sprint MA262 Entities and the Other Sprint 1907 Entities.

4. Until such time as the Sprint MA262 Entities and the Other Sprint 1907 Entities migrate to the T-Mobile Network, Sprint will continue to provide and offer existing Sprint Products and Services to the Sprint MA262 Entities and the Other Sprint 1907 Entities on the Sprint Networks and via separate Sprint invoices in accordance with the incorporated pricing, terms and conditions of the Sprint MA262 NASPO Agreement. Such pricing, terms and condition include but are not limited to, the applicable sections for Billing, Payment, Ordering, Administrative Fees, and NASPO ValuePoint Summary and Detailed Usage Reports from Attachment A and the incorporation of Attachment AA in their entirety from the Sprint MA262 NASPO Agreement.

5. Attachment G (Plan Description) from the Sprint MA262 NASPO Agreement is incorporated into this T-Mobile NASPO Agreement as the new Attachment G-1 (Sprint Legacy Plans) and will continue to govern pricing for the Sprint MA262 Entities and the Other Sprint 1907 Entities using the Sprint Products and Services.

6. It is further agreed that as of the Amendment Effective Date, only Sprint MA262 Entities and the Other Sprint 1907 Entities are permitted to continue to purchase and use the Sprint Products and Services and pricing in Attachment G-1. Except as provided in the preceding sentence, all existing and new Purchasing Entities under the T-Mobile NASPO Agreement, and all Orders under new accounts will be limited to purchasing T-Mobile Products, Services and solutions. Sprint MA262 Entities and the Other Sprint 1907 Entities will be permitted to purchase T-Mobile wireless Products and Services under the T-Mobile NASPO Agreement on separate T-Mobile account(s).

7. To facilitate contract administration, the parties agree that T-Mobile or Sprint may sign on behalf of Sprint.

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All other terms and conditions of this T-Mobile NASPO Agreement and amendments shall remain unchanged, in full force and effective, and fully applicable to the parties.

WHEREFORE the parties hereto have set their hand and seal to this Amendment as of the Amendment Effective Date.

T-MOBILE USA, INC.
By (Authorized Signature)

By: DocuSigned by: 8F686CC9343743C...

Print: David Bezzant

Title: Vice President

Date: 7/14/2020

Legal Approved by:

DocuSigned by: Kevin Creed 7/14/2020
Certificate Id: 5A...

T-Mobile USA, Inc. Legal Dept.

STATE OF UTAH
DIVISION OF PURCHASING
By (Authorized Signature)

By:

Print: Christopher Hughes

Title: Director & Chief Procurement Officer

Date: 07/14/2020

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STATE OF UTAH
CONTRACT AMENDMENT

AMENDMENT # 1 To **CONTRACT** # MA176-1

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between the State of Utah, **Division of Purchasing referred to as State Entity and, T-Mobile USA, Inc., referred to as Contractor.**

THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

1. **Contract period:**

7/1/2019 (original starting date)

6/30/2024 (current ending date)

8/11/2024 **new ending date**

2. **Agreed to changes:**

The Parties Agree as follows:

Rename the Master Agreement from "MA176-1" to "MA176"

To set the term end at 8/11/2024 to align the termination dates with all contracts in the wireless portfolio.

4. **Effective Date of Amendment**: 2/14/2019

All other conditions and terms in the original contract and previous amendments remain the same.

IN WITNESS WHEREOF, the parties sign and cause the amendment to be executed.

CONTRACTOR

DocuSigned by:
8F686CC9343743C...ature 2/25/2020 Date

David Bezzant Sr.Director
Type or Print Name and Title

STATE

Feb 25, 2020
Director, Division of Purchasing Date

Christopher Jennings	801-957-7151	N/A	ctjennings@utah.gov
Agency Contact Person	Telephone Number	Fax Number	Email

Reviewed and Approved as to Form:

DocuSigned by:
Reviewed and Approved as to Form:
Odette Polintan, Senior Corporate Counsel
T-Mobile USA, Inc. Legal Department
0B531AD6CE8C41C...
T-Mobile USA, Inc. Legal Dept.

(Revision 04 October 2018)

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Contract #: MA176-1

STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Utah Division of Purchasing and the following Contractor:

T-Mobile USA, Inc.
Name

12920 SE 38th Street
Street Address

Bellevue	WA	98006-1350
City	*State*	*Zip*

Vendor # 94253A Commodity Code #: 72551, 91579 Legal Status of Contractor: For-Profit Corporation

Contact *Name:* David Bezzant *Phone Number:* +1 602-512-5006 *Email:* David.Bezzant@T-Mobile.com

2. CONTRACT PORTFOLIO NAME: NASPO ValuePoint Wireless Data, Voice, and Accessories.

3. GENERAL PURPOSE OF CONTRACT: Wireless Data, Voice, and Accessories.

4. PROCUREMENT: This contract is entered into as a result of the procurement process on FY 2019, Solicitation# CJ18012

5. CONTRACT PERIOD: Effective Date: Monday, July 01, 2019. Termination Date: Sunday, June 30, 2024 unless terminated early or extended in accordance with the terms and conditions of this contract.

6. Administrative Fee (if any): 0.25% on Corporate/Government Responsible (CRU) accounts and 0.10% on all Individual Responsible (IR.

7. Prompt Payment Discount Details (if any): 5 Year contract that may be extended an additional 5 years.

8. ATTACHMENT A: Master Terms and Conditions

ATTACHMENT AA: Contractors Supplemental Terms and Conditions

ATTACHMENT B: Scope of Work

ATTACHMENT C: Cost Sheet

ATTACHMENT G: Plan Description

ATTACHMENT H: Award Category 1 Reporting Template

ATTACHMENT I: Award Category 2 Reporting Template

ATTACHMENT J: Award Category 3 Reporting Template

ATTACHMENT L: Network Technology Questionnaire

ATTACHMENT M: New Product Request Form

ATTACHMENT N: New Product Log

ATTACHMENT S: Security Disclosures

ATTACHMENT V: Award Category Sheet

ATTACHMENT W: Award Category Sheet

Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.

9. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
   a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
   b. Utah Procurement Code, Procurement Rules, and Contractor's response to solicitation #CJ18012.

10. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 5 above.

CONTRACTOR

DocuSigned by:
James Kirby
548F389356F9490...
Contractor's signature — 7/17/2019 Date

James Kirby — Vice President
Type or Print Name and Title

DIVISION OF PURCHASING

Aug 16, 2019
Director, Division of Purchasing — Date

Reviewed and Approved as to Form:
DocuSigned by:
0B531AD8CE0C41C...
7/17/2019
T-Mobile USA, Inc. Legal Dept.

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Attachment A:
NASPO ValuePoint Master Agreement Terms and Conditions

1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

(1) A Participating Entity's Participating Addendum ("PA");
(2) NASPO ValuePoint Master Agreement Terms & Conditions;
(3) A Purchase Order issued against the Master Agreement;
(4) The Specifications or Statement of Work;
(5) The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
(6) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State, including Contractor's Special Terms and Conditions, attached as Attachment AA.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions

Acceptance is defined by the applicable commercial code, except Acceptance shall not occur before the completion of delivery in accordance with the Order, installation if required, and a reasonable time for inspection of the Product.

Contractor means the person or entity delivering Products or performing Services under the terms and conditions set forth in this Master Agreement.

Embedded Software means one or more software applications which permanently reside on a computing device.

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

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Lead State means the State centrally administering any resulting Master Agreement(s).

Master Agreement means the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.

NASPO ValuePoint is the cooperative contracting arm of the National Association of State Procurement Officials (NASPO) a non-profit organization formed in 1947 to promote public procurement throughout the country. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and the NASPO ValuePoint administrative fee; and may perform contract administration functions relating to collecting and receiving reports and fees, as well as other contract administration functions as assigned by the Lead State.

Order or **Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Services and/or Products.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity; however, a Participating State listed in the Request for Proposal is not required to participate through execution of a Participating Addendum.

Products means any equipment, software (including Embedded Software), documentation, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement.

Purchasing Entity means a state (as well as the District of Columbia and U.S. territories), city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states authorized to place an Order under the terms of this Master Agreement, that issues a Purchase Order against this Master Agreement.

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Services mean wireless service plans and related installation and maintenance services or other solutions.

NASPO ValuePoint Program Provisions

3. Term of the Master Agreement

a. The initial term of this Master Agreement is for Five (5) years. This Master Agreement may be extended beyond the original contract period for up to Five (5) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

b. The Master Agreement may be extended for a reasonable period of time in adherence to the Lead State's Procurement Code, if in the judgment of the Lead State a follow-on, competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

4. Amendments

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

5. Participants and Scope

a. Contractor may not deliver Products and perform Services under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed; unless another method of ordering is authorized by NASPO ValuePoint. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Purchasing Entity, except to the extent altered, modified, supplemented or amended by a Participating Addendum or Purchase Order. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by a Purchasing Entity to place the Order.

b. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief

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Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

d. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

e. Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint Program requirements: Term of the Master Agreement; Amendments; Participants and Scope; Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; Right to Publish; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be void and of no effect.

f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent to participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum or placement of a Purchase Order is not a determination that procurement authority exists in the Participating Entity; each entity must ensure that they have the requisite procurement authority to execute a Participating Addendum or place an order under the Master Agreement.

g. Resale. “Resale” means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services. Subject to any specific conditions included in the solicitation or Contractor’s proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products and Services (the definition of which includes services that are deliverables). Absent any such condition or explicit permission, this limitation does not prohibit: transfer between public agencies;

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payments by employees of a Purchasing Entity for Products or Services; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

6. Administrative Fees

a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of 0.25% on Corporate/Government Responsible (CRU) accounts and 0.10% on all Individual Responsible (IRU) accounts no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of Products and Services for both Corporate/Government Responsible (CRU) and Individual Response (IRU) accounts under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 6a shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

7. NASPO ValuePoint Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at http://calculator.naspovaluepoint.org. Any/all sales made under this Master Agreement shall be reported as cumulative totals by state for Government Responsible accounts. A separate report shall be submitted and reported as cumulative totals by state for Individual Responsible (IRU) accounts. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than forty-five (45) days following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data using the format provided in Attachments H, I, J and K. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint no later than forty-five (45) days after the

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end of the reporting period. Reports shall be delivered to the Lead State and to NASPO ValuePoint electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under this Master Agreement.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, social security numbers or any other numerical identifier, may be submitted with any report.

d. Contractor shall provide NASPO ValuePoint with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary. The executive summary is due forty-five (45) days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

8. NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

a. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master Agreement and participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.

b. Contractor agrees, as Participating Addendums become executed, if requested by ValuePoint personnel, to provide plans to launch the program within the participating state. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the participating state.

c. Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider customer proposed terms and conditions, as deemed important to the customer, for

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possible inclusion into the customer agreement. Contractor will ensure that their sales force is aware of this contracting option.

d. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.

e. Contractor acknowledges that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.

f. The Lead State expects to evaluate the utilization of the Master Agreement at the annual performance review. Lead State may, in its discretion, cancel the Master Agreement pursuant to section 27, or not exercise an option to renew, when Contractor utilization does not warrant further administration of the Master Agreement. The Lead State may exercise its right to not renew the Master Agreement if vendor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than one year after award (or execution if later) of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement pursuant to section 27 or to terminate for default pursuant to section 29.

g. Contractor agrees to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in any public sector contracts or Cooperative Purchasing Agreements that will adversely affect the promotion of this Master Agreement or whose terms specifically provide for material adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions, subject to any applicable confidentiality obligations.

9. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the Services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

10. Price and Rate Guarantee Period

All prices and rates must be guaranteed for the initial term of the Master Agreement. Following the initial Master Agreement period, any request for price or rate adjustment must be for an

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equal guarantee period, and must be made at least (90 Days) days prior to the effective date. Requests for price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed.

11. Individual Customers

Except to the extent modified by a Participating Addendum or Purchase Order, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

Administration of Orders

12. Ordering

a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

b. Purchasing Entities may define entity or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of Products and/or Services contemplated by this Master Agreement.

d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

f. All Orders pursuant to this Master Agreement, at a minimum, shall include:

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(1) The Services or supplies being delivered;
(2) The place and requested time of delivery;
(3) A billing address;
(4) The name, phone number, and address of the Purchasing Entity representative;
(5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;
(6) A ceiling amount of the order for Services being ordered; and
(7) The Master Agreement identifier.

g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

13. Shipping and Delivery

a. The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

b. All deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to other than a loading dock, front

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lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.

c. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

14. Laws and Regulations

Any and all Services offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

15. Inspection and Acceptance

a. Where the Master Agreement or an Order does not otherwise specify a process for inspection and Acceptance, this section governs. This section is not intended to limit rights and remedies under the applicable commercial code.

b. All Products are subject to inspection at reasonable times and places before Acceptance. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

c. If any Services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the Services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the contract price to reflect the reduced value of Services performed with agreement by Contractor.

d. The warranty period shall begin upon Acceptance.

e. Acceptance Testing may be explicitly set out in a Master Agreement to ensure conformance to an explicit standard of performance. Acceptance Testing means the process set forth in the Master Agreement for ascertaining that the Product or Service meets the standard of performance prior to Acceptance by the Purchasing Entity. If Acceptance Testing is prescribed, this subsection applies to applicable Products or Services purchased under this Master

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Agreement, including any additional, replacement, or substitute Product(s) or Service(s) and any Product(s) or Service(s) which are modified by or with the written approval of Contractor after Acceptance by the Purchasing Entity. The Acceptance Testing period shall be thirty (30) calendar days or other time period identified in this Master Agreement or the Participating Addendum, starting from the day after the Product or Service is delivered or, if installed, the day after the Product or Service is installed and Contractor certifies that the Product or Service is ready for Acceptance Testing. If the Product or Service does not meet the standard of performance during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met. Upon rejection, the Contractor will have thirty (30) calendar days to cure the standard of performance issue(s), unless another time frame is agreed upon by the Purchasing Entity and Contractor in writing. If after the cure period, the Product or Service still has not met the standard of performance, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product or Service from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product or Service returned pursuant to the section. No Product or Service shall be deemed Accepted and no charges shall be paid until the standard of performance is met. The warranty period shall begin upon Acceptance.

16. Payment

Payment after Acceptance is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum, Order, or otherwise prescribed by applicable law. Payments will be remitted by mail. Payments may be made via a State or political subdivision “Purchasing Card” with no additional charge.

17. Warranty

The Contractor warrants that the Product shall be delivered new and in original manufacturer’s packaging. Because the Contractor is not the manufacturer of the Product, it provides the Product “as-is” and agrees to pass through the standard device manufacturer warranty (generally, 12 months) to the Purchasing Entity. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity.

18. Title of Product

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to

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another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title, subject to any license provisions or acceptable use policies related to any Embedded Software. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

19. License of Pre-Existing Intellectual Property

Contractor grants to the Purchasing Entity a non-exclusive, fully paid, royalty free, perpetual license to use the Product to achieve the purposes of the Master Agreement.

General Provisions

20. Insurance

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than $1 million per occurrence/$2 million general aggregate;

(2) Contractor must comply with any applicable State Workers Compensation and Employers Liability Insurance requirements.

c. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the

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Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

e. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum, respectively.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

21. Records Administration and Audit

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the Lead State, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or the Purchasing Entity or NASPO ValuePoint for underpayment of Contractor's Administrative Fees.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations. Contractor agrees to keep and maintain full, true, and complete billing records, books, and documents as practicable to disclose to the Lead State or their authorized representatives, upon audits, sufficient information to reasonably determine compliance with this Master Agreement and all state

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regulations and statutes. Except where an audit is mandated through legislative or executive action or direction, Lead State shall not perform such audits more than one time per calendar year (including reasonable follow-up). For any audit performed, the Lead State will provide reasonable notice (at least 10 business days) in advance of its review of directly related billing records, books, and documents to Contractor's obligations under this Master Agreement. These audit records are subject to confidentiality obligations by the Lead State or any third-party agent performing this audit on behalf of the Lead State. Any third-party auditor audit shall be subject to prior approval by Contractor (which shall not be unreasonably withheld), and the third-party auditor may be required at Contractor's sole discretion to execute the Contractor's standard non-disclosure agreement prior to examining, inspecting, copying or auditing Contractor's records. Such non-disclosure agreement shall not prohibit disclosure to the Lead State or discussion between the third-party auditor and the Lead State for the purposes of performing an audit.

22. Confidentiality, Non-Disclosure, and Injunctive Relief

a. Confidentiality. The parties acknowledge that they and their employees or agents may, in the course of performing under this Master Agreement, be exposed to or acquire information that is confidential or proprietary to the other party. Any and all information of any form that is marked as confidential or proprietary or would by its nature be deemed confidential or proprietary, including, but not limited to, (1) business records, (2) personnel records, and (3) personally identifying information, shall be considered confidential or proprietary information. Any reports or other documents or items (including software) that result from the use of the confidential or proprietary information by a party shall be treated in the same manner as the confidential or proprietary information. Confidential or proprietary information does not include information that (1) is or becomes publicly known; (2) is rightfully in a party's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; or (3) is disclosed with the written consent of the other party. Pursuant to relevant public records law, information or documents the Lead State or Purchasing Entity receives from Contractor may be open to public inspection and copying. The Lead State or Purchasing Entity may have the duty to disclose unless a particular record falls within an exemption. Contractor may label specific documents or verbally indicate in presentations or meetings, including specific portions thereof, as a "confidential" or "proprietary" in accordance with relevant public records law.

b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity,

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applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Public Disclosure Laws. These provisions shall be applicable only to the extent they are not in conflict with the applicable public records law of the Lead State or Purchasing Entity.

e. The rights granted Purchasing Entities and Contractor obligations under this section shall also extend to the NASPO ValuePoint's Confidential Information, defined to include Participating Addenda, as well as Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to section 21. To the extent permitted by law, Contractor shall notify the Lead State of the identify of any entity seeking access to the Confidential Information described in this subsection.

23. Public Information

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public records laws.

24. Assignment/Subcontracts

a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written

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approval of the Lead State. Such approval shall not be unreasonably withheld. Notwithstanding the foregoing, prior written approval of the Lead State is not necessary for changes in control of T-Mobile, including mergers or acquisitions, or for subcontracts necessary to support Contractor's regular operations.

b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO ValuePoint and other third parties.

25. Changes in Contractor Representation

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

26. Independent Contractor

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

27. Cancellation

Unless otherwise stated, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products or Services delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit.

28. Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

29. Defaults and Remedies

a. The occurrence of any of the following events shall be an event of default under this Master

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Agreement:

(1) Nonperformance of contractual requirements; or

(2) A material breach of any term or condition of this Master Agreement; or

(3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or

(4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

(5) Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

(1) Exercise any remedy provided by law;

(2) Terminate this Master Agreement and any related Contracts or portions thereof;

(3) Intentionally omitted; and

(4) Suspend Contractor from being able to respond to future bid solicitations;

(5) Suspend Contractor's performance; and

(6) Withhold payment until the default is remedied.

d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

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30. Waiver of Breach

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

31. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

32. Indemnification

a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from negligent act(s), error(s), or omission(s) or willful misconduct of the Contractor or its employees (or agents the Contractor expressly authorized to perform) relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against third party claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Services or its use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.

(1) The Contractor's obligations under this section shall not extend to any combination of the Services with any other product, system or method, unless the Services, system or method is:

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) specified by the Contractor to work with the Services; or

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(c) reasonably required, in order to use the Services in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(d) It would be reasonably expected to use the Services in combination with such product, system or method.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor.

Control of Defense:

If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it; however, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible (and such consent shall not be unreasonably withheld).

If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.

The Party controlling such defense shall keep the other party advised of the status of such action, suit, proceeding or claim and the defense thereof and shall consider recommendations made by the other party with respect thereto.

Cooperation among the Parties:

The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for Contractor's defense of the action or proceeding.

The Indemnified Party may, at its option and expense, be represented by counsel of its choice in any action or proceeding with respect to such Claim; and Contractor and its legal counsel shall cooperate with the Indemnified Party and its legal counsel in providing such information as the Indemnified Party may reasonably request, in support of its defense.

Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

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33. No Waiver of Sovereign Immunity

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

34. Governing Law and Venue

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

35. Assignment of Antitrust Rights

Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation

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on such claim for relief or cause of action.

36. Contract Provisions for Orders Utilizing Federal Funds

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

37. Leasing or Alternative Financing Methods

The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

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EXHIBIT AA
CONTRACTOR'S ADDITIONAL SPECIAL TERMS AND CONDITIONS

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ATTACHMENT AA

CONTRACTOR'S SPECIAL TERMS AND CONDITIONS

The following Contractor Special Terms and Conditions are incorporated and made a part of the NASPO ValuePoint Master Agreement Terms and Conditions.

1. Service and Product Pricing. The Service and Product prices are listed on the NASPO ValuePoint website at www.naspovaluepoint.org and the NASPO ValuePoint Lead State's website. Purchasing Entity's use of the Service will be in accordance with the terms and conditions of the Master Agreement. By placing an order for Contractor Products, Purchasing Entity agrees that the Products are intended to be activated on our Service for use only by Purchasing Entity and its employees, and Purchasing Entity will not resell or modify the Products or assist anyone doing so. Products are subject to availability. The delivery address must fall within Contractor's licensed Service area. If Purchasing Entity has a Product or accessory under Contractor's Equipment Installment Program ("**EIP**") or lease, then Purchasing Entity will refer to the terms and conditions of that agreement.

1.1 Activation Fees. Contractor's initial activation fee will be waived for each Purchasing Entity Master Account and Employee Account for activation of each new line of Service.

1.2 iBilling and iAnalyst Billing Service. Purchasing Entity may enroll in Contractor's iBilling and/or iAnalyst online billing services at no additional monthly charge for the Master Account only; provided, however, Purchasing Entity must activate and maintain at least six (6) Master Account lines of Service to receive the iBilling and/or iAnalyst billing service.

2. Employee Advantage Program. "**Employee Accounts**" means Purchasing Entity's employees who have signed up for Contractor Service and are directly responsible for payment of Service and Products under Contractor's Employee Advantage Program. For Employee Advantage Program details and eligibility requirements visit www.Contractor.com/business/offers/advantagerewards. Employees can only activate a line of Service under the Contractor Advantage Program at the above website or by calling Contractor's toll-free number, 1-877-347-2127. Contractor periodically reviews Employee Accounts to confirm continued proof of employment and employee eligibility. Upon Contractor's request, Employee will provide proof that they are currently employed by Purchasing Entity. After employment with Purchasing Entity ends, Employee will be eligible to receive Service under Contractor's standard consumer rate plans, subject to the applicable terms and conditions under such rate plans. Purchasing Entity will not be liable for payment on any Employee Account established under the Employee Advantage Program. In its sole discretion, Contractor may change or discontinue any or all of the benefits, offers or features of its Employee Advantage Program to the extent done so on a general basis for Employee Advantage Program members.

2.1 Marketing Commitments. Subject to Purchasing Entity pre-approval, Purchasing Entity will work with Contractor in marketing the Employee Advantage Program to its employees by:

- Allowing Contractor to participate in any applicable on-site vendor attended benefits events for Purchasing Entity's employees;
- Allowing Contractor to advertise in Purchasing Entity publications sent to employees (such as newsletters, journals, magazines, periodicals or new employee packets);
- Including information regarding the Employee Advantage Program in periodic email announcements regarding employee benefit opportunities;
- Posting Employee Advantage Program offers on the Purchasing Entity's intranet;
- Allowing Contractor to utilize Purchasing Entity's name in marketing initiatives to Purchasing Entity's employees; or
- Cooperating with any other efforts mutually agreed upon by Purchasing Entity and Contractor aimed at marketing the Employee Advantage Program benefits to Purchasing Entity's employees.

3. Service Availability. Service is available to a Product only when it is within the operating range of Contractor's owned network coverage area ("**Network**") or the network of an operator with which Contractor has an applicable roaming agreement.

Coverage maps are available at www.Contractor.com and are only estimates of our anticipated coverage area outdoors. Purchasing Entity's actual Service area, network availability, coverage, and quality may vary and change without notice based upon a number of factors, including network capacity, terrain, weather, if Purchasing Entity's Users are on a private or public Wi-Fi network, using a non-Contractor Product, or if a Product no longer supports network technologies compatible with or available on Contractor's network. Outages and interruptions in Service may occur, and speed of Service varies. Products also have varying speed capabilities and may connect to different networks depending on technology. Even within coverage areas and with broadband-capable Products, network changes, traffic volume, outages, technical limitations, signal strength, obstructions, weather, and other conditions may impact speeds and Service availability. Contractor may impose usage or Service limits, suspend Service, or exclude certain categories of calls (e.g., conference & chat lines, broadcast, international, 900, 976 calls, etc.) in taking reasonable network management or security measures. For non-governmental entities qualified to purchase as Purchasing Entities under this Agreement, T Mobile may also impose limits on Master Account Service or Product orders based on the Purchasing Entity's then-current credit rating.

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Contractor engineers its network to provide consistent high-speed data service, but at times and at locations where the number of Purchasing Entity using the network exceeds available network resources, Purchasing Entity will experience reduced data speeds. In those cases, Purchasing Entity who choose certain rate plans may notice speeds lower than Purchasing Entities on other Contractor branded rate plans, which are prioritized higher on Contractor's network. Further, to help ensure positive experiences for Purchasing Entities on Contractor branded plans and to minimize capacity issues and degradation in network performance, Contractor may, without advance notice, take any actions necessary to manage its network on a content-agnostic basis, including prioritizing all on-device data over Smartphone Mobile HotSpot (tethering) data and further prioritizing the data usage of a small percentage of heavy data users (with the exception of emergency first-responders using T-Mobile's rate plans offered only for emergency first responders), specifically those using more than 50GB of data in a billing cycle, below that of all other Purchasing Entities in times and locations where there are competing Purchasing Entity demands for network resources, for the remainder of the billing cycle.

Products must be used predominantly within the Contractor-owned Network coverage area. Products may connect to another provider's network ("**Off-Net**") even when Users are within the Contractor coverage area. Purchasing Entity should check Purchasing Entity's Product to determine if Purchasing Entity is Off-Net. To the extent Purchasing Entity unreasonably uses Off-Net capability, Contractor may limit or terminate Purchasing Entity's Service. Contractor may in its discretion limit or terminate the affected line of Service if (a) more than 50% of a User's voice and/or data usage is Off-Net for any two billing cycles within any twelve (12) month period, (b) a User's Off-Net usage makes it commercially unreasonable for Contractor to provide Service to such User, or (c) based on Contractor's arrangements with an Off-Net provider. If a User's Off-Net voice usage, data usage or messaging usage exceeds its associated rate plan allotment, such Users will be alerted and access to Off-Net coverage may be suspended or denied. Location services, including 9-1-1 location services, may not be available in Purchasing Entity's area and are subject to the Service limitations in this Section 4.

4. Use of Service. Except approved by Contractor or otherwise agreed upon under the Master Agreement, Purchasing Entity agrees not to resell any aspect of the Service or bundle it with any product or device not directly provided to Purchasing Entity by Contractor, whether for profit or otherwise. Purchasing Entity agrees not to modify the Products or use the Service or Products for any fraudulent, unlawful, harassing or abusive purpose, or in such a way as to create damage or risk to Contractor's business, reputation, employees, subscribers, facilities, third parties or to the public generally. Unless authorized by Contractor, Purchasing Entity agrees that it will not use a Number on the Network for any purpose but for access to the public switched telephone network. Purchasing Entity agrees not to use the Service or Products to send any harassing, threatening, obscene, or unsolicited commercial text, e-mail or other messages. Purchasing Entity has no proprietary or ownership rights to a specific number, IP address or email address assigned to a Purchasing Entity or Purchasing Entity's Product. Purchasing Entity may be able to transfer a Master Account User's Number to or from another provider with whom Contractor has a porting relationship in accordance with Contractor internal business policies. For additional information about local number portability, please contact Corporate Purchasing Entity Care at (800) 375-1126 or email Contractor at Businesscare@Contractorsupport.com. Purchasing Entity agrees that Contractor may contact Master Account Users through the Products to notify such User of changes to or information about their account or the Service. Contractor may deactivate or suspend Service to any Number without prior notice if Contractor suspects any unlawful or fraudulent use of the Number. Purchasing Entity agrees to reasonably cooperate with Contractor in investigating suspected unlawful or fraudulent use. Purchasing Entity acknowledges that the Product may not be compatible with the network and services provided by another service provider. Purchasing Entity may buy Products from Contractor, or from someone else, however all existing account transfers will be handled in accordance with the terms of Section 2 herein. Purchasing Entity agrees to protect usernames and passwords for Purchasing Entity's Master Account(s) and Purchasing Entity is responsible for any usage of its Master Account(s). Purchasing Entity agrees to immediately notify Contractor of any unauthorized use of Purchasing Entity's Master Account(s) or other security breach of Master Account information or credentials, or any fraudulent use of the Master Account, where Purchasing Entity has knowledge.

5. Billing and Payment of Charges.

5.1 Billing

5.1.1 Purchasing Entity will be charged for Service and other features on a monthly billing cycle basis. Purchasing Entity agrees to pay all Charges assessed and billed to Purchasing Entity or that were accepted or processed through all Products on Purchasing Entity's Master Accounts, and other charges or purchases assessed and billed to Master Account Users. Because of user choice to incur third-party costs, Purchasing Entity may incur extra charges for calls to some numbers (for example (but not limited to), conference & chat lines, broadcast, calling card, international, 900 or 976 calls. Purchasing Entity may be charged for text, instant or picture messages, and email whether read or unread, sent or received, solicited or unsolicited. Charges for Wi-Fi usage may vary; see your selected Rate Plan for more details. Unused minutes or other allocated Services (e.g., text messages, data transmission) expire at the end of the billing cycle unless otherwise expressly stated by such Rate Plan's terms and conditions. Airtime usage is measured from the time the Network begins to process a call (before the call rings or is answered) through its termination of the call; or if applicable, any fraction of a minute of usage is rounded up to the next full minute. Depending on the Rate Plan, data usage may be rounded up at the end of each data session, at the end of Purchasing Entity's billing cycle, and/or at the time Purchasing Entity switches data plans. Contractor may change Purchasing Entity's billing cycle at any time.

5.1.2 International Roaming and Dialing. Availability and features offered for international roaming and dialing vary depending on Master Account Users' Rate Plan and Product. All countries may not be available for roaming and available countries may change from time to time. Whether roaming internationally or making and sending international calls and messages while in the U.S. (or Puerto Rico), Users may be charged international rates (including for voicemails

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left for such Users and for data usage). Such Charges include per minute rates for calls and per minute rates for calls transferred to Users' voicemail and the relevant data rates for data usage. Users roaming internationally may be charged for more than one call for unanswered calls that are forwarded to voicemail regardless of whether the calls result in an actual voicemail message being left for such Users and regardless of whether the Product is on or off. Users may be able to disable these applications and features through a Product's settings. Different rates and rounding increments apply in different countries. See www.Contractor.com for information on international access, rates, Services and coverage. While roaming internationally, User data throughput may be reduced, and User Service may be otherwise limited or terminated at any time without notice. Purchasing Entity is responsible for complying with U.S. Export Control laws and regulations, and the import laws and regulations of foreign countries when traveling internationally with User Products. Billing of roaming charges, data usage and minutes of use or Services may be delayed or applied against included data allotments, minutes or Services in a subsequent billing cycle, which may cause Purchasing Entity to exceed Purchasing Entity's allocated data, minutes or Services in a particular billing cycle. Purchasing Entity may request that Contractor block a Master Account line of Service from placing international calls ("**International Dialing Block**") by calling Business Purchasing Entity Care or by Email at businesscare@Contractorsupport.com. The availability of, and access to, emergency calling services (e.g., 911 in the U.S.), may vary by country. Purchasing Entity and its Users must familiarize themselves with how to access these services before using the Products or any handset for international roaming.

5.1.3 **Lost Product**. If Purchasing Entity's Product is lost or stolen ("**Lost Product**"), Purchasing Entity must (a) promptly notify Contractor and Contractor will suspend Service for the Lost Product; and (b) provide Contractor with reasonable documentation Contractor requests (such as a copy of a filed police report if the Product is stolen) within fourteen (14) days. If Purchasing Entity completes the above requirements, Purchasing Entity will not be liable for additional usage Charges incurred in excess of Purchasing Entity's Rate Plan Charges, applicable taxes, fees and surcharges. If Purchasing Entity purchased a Product through Contractor's EIP, the Purchasing Entity remains obligated for the total payments due on the Product. If Charges are incurred before Purchasing Entity notifies Contractor, Purchasing Entity is not liable for unauthorized Charges. Purchasing Entity may request that Contractor investigate Charges Purchasing Entity believes to be unauthorized and Purchasing Entity may need to submit information to support the requests. If Contractor determines the Charges were unauthorized, Contractor will credit Purchasing Entity's account. If Contractor determines the Charges were authorized, Contractor will inform Purchasing Entity within 30 days and Purchasing Entity will be responsible for all Charges incurred. If Purchasing Entity requests that the Service not be suspended on the Lost Product, Purchasing Entity will remain responsible for all Charges incurred under that specific line of Service. Contractor may prevent a lost or stolen Product from registering on Contractor's and other networks.

6. **Taxes, Fees and Surcharges.**

6.1 Contractor will invoice Purchasing Entity's Master Account for taxes, fees (e.g. sales, use, excise, business activity, margin, value added, public utility, environmental and other taxes, except as otherwise specified in this paragraph) and regulatory charges, such as e911 or public utility fees, levied by or to be remitted directly to federal, state or local authorities, or foreign governments or foreign service providers imposed on Purchasing Entity or Contractor as a result of providing the Service specified under this Agreement ("**Taxes, Fees and Charges**"). Contractor will determine, in its reasonable discretion, the Taxes, Fees and Charges Purchasing Entity is responsible to pay and the amount of those Taxes, Fees and Charges, which may change or increase at any time without notice, regardless of any Rate Plan guarantee. However, Contractor will make itself reasonably available to answer questions from Purchasing Entities concerning changes to its invoice and charges, which can be part of any business review meetings or discussions between Contractor and a Purchasing Entity. If Purchasing Entity claims a tax exemption, Purchasing Entity must provide Contractor with valid evidence of tax exemption"), which will be applied prospectively. Contractor will be responsible for net income, net worth/capital stock and property taxes imposed on Contractor.

6.2 Contractor may also invoice Purchasing Entity for all applicable surcharges.

6.3 All payments made by Purchasing Entity will be made without any deduction or withholding for, or on account of, any Taxes, Fees and Charges imposed by any taxing or governmental authority of any country or state. Where Purchasing Entity determines there is a requirement to withhold income tax from any payments due Contractor, Purchasing Entity will promptly notify Contractor of such determination and provide the basis for such conclusion, e.g., by providing a copy of a notice received or of any analysis performed to allow Contractor to remediate or resolve the withholding requirement. To the extent that such withholding requirement cannot be resolved, Purchasing Entity may perform such withholding and shall provide Contractor with documentary evidence of the withholding and remission of the Taxes or Fees to the applicable governmental authority. Purchasing Entity shall reasonably assist Contractor for the recovery of such withheld tax. To the extent Purchasing Entity fails to timely inform Contractor of Purchasing Entity's withholding determination, Purchasing Entity will ensure that the gross amount payable by Purchasing Entity to Contractor will be increased so that after any such withholding for income tax, the net amount received by Contractor will not be less than the amount Contractor would have received had no such withholding occurred.

6.4 Contractor is required to use Purchasing Entity's business street address, which must be within Contractor's licensed service area, to determine the application of certain Taxes, Fees and Charges. If Purchasing Entity provides Contractor with an address (such as a PO box) that is not a recognized street address, does not identify the applicable taxing jurisdiction(s) or does not reflect the Service area associated with its Master Account Number(s), Purchasing Entity may be assigned a default location for Taxes, Fees and Charges calculation, which may result in a higher or lower charge for certain Taxes, Fees and Charges.

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6.5 The Parties agree that they will reasonably cooperate to fully comply with all applicable tax laws, rules, regulations and guidelines affecting this Agreement. In addition, Contractor and Purchasing Entity will similarly cooperate in order to take actions to minimize, or to qualify for exemptions from, any applicable taxes, duties or tariffs as allowed under applicable law and regulations.

7. Privacy. All services under this Agreement are governed by the Contractor Privacy Policy, as posted at https://www.Contractor.com/website/privacypolicy.aspx (which is informed by U.S. Federal Communications Commission rules and regulations), which may change from time to time without notice to Purchasing Entity, with respect to collection, use, and disclosure of personal information. Wireless systems use radio channels to transmit voice and data communications over a complex network. Privacy in voice or data communications or in use of the Service or Products cannot be guaranteed, and Contractor will not be liable to Purchasing Entity for any lack or breach of privacy experienced while using any Products, the Service, Content & Apps (as defined below) or in connection with Third Party Ads (as defined below). Only as permitted by law, Contractor may monitor, intercept and disclose content (voice or data) and any associated metadata that is transmitted over or using its facilities (for example, to comply with legal process or for network security). Purchasing Entity's caller identification (e.g., name and number) may be displayed on the equipment or bill of the person receiving Purchasing Entity's call.

8. Cancellation and Return Policy. Users and Employee Accounts may cancel a new line of Service within 30 days of activation ("**Cancellation Period**"), if the User: (a) contacts Contractor to cancel Service; and (b) returns the Like New Product (defined below) through Purchasing Entity's Contractor account representative, or team, or location from which it was purchased with proof of purchase. The "**Return Period**" is thirty (30) calendar days from the Product's purchase date. Only Like New Products returned with proof of purchase to Purchasing Entity's Contractor account representative or team or location from which it was purchased within the Return Period are eligible for a refund of the purchase price. A "**Like New Product**" is a Product purchased from Contractor that is in its original packaging with all original contents, undamaged, and in good working condition with no material alterations to the Product's hardware or software, as determined by Contractor in its sole discretion. Purchasing Entity may be required to pay a commercially reasonable restocking fee for failing to return a Product with included packaging, manuals or accessories, or if the Product returned is in a damaged, altered or destroyed condition. Even if Purchasing Entity cancels Service and/or returns any Product as provided herein, Purchasing Entity must pay all Service and usage Charges incurred thru the end of Purchasing Entity's Service term or return date and any applicable subsequent penalties or assessments. If a User attempts to cancel Service, but does not return the applicable Product or if such Product is returned in a damaged, altered or destroyed condition, Contractor may take one or more of the following actions: (i) prevent such Product from working on any network; (ii) charge an early termination fee (if such line of Service is subject to an early termination fee); (iii) elect not to process Service cancellation; or (iv) charge such User the suggested retail price or the cost to repair the applicable Product, (which may be greater than the price paid for such Product), plus any shipping and handling charges. Except for the 30-calendar day Return Period, the cancellation and return policies in this Section 13 will not apply to Users who purchase Product(s) through Contractor's EIP or a Contractor leasing program and the terms of that program's agreement will supersede and control the purchase or lease of those Products.

9. Account Maintenance Authorization. Purchasing Entity hereby authorizes Contractor's Account Management Team to access Purchasing Entity's Master Accounts to perform account maintenance services at Purchasing Entity's discretion and on its behalf, including but not limited to: (a) rate plan changes; (b) feature changes or additions; (c) mobile Number changes; (d) SIM changes; (e) Product upgrades/exchanges; (f) re-set of voicemail passwords; (g) change of address; and/or (h) set-up courtesy statements.

10. Use of Third-Party Equipment and Handsets. In the event that Purchasing Entity uses third party equipment, handsets or Products with the Service that are not provided Purchasing Entity under the Master Agreement ("**Third-Party Equipment**"), Purchasing Entity acknowledges and agrees to the following: (a) Contractor will not accept any returns of the Third Party Equipment; (b) Contractor will not provide any warranty of any kind on the Third Party Equipment; (c) Contractor will not offer Purchasing Entity Care services for the Third Party Equipment; (d) the Third Party Equipment may not function properly with the Service(s) or Network; (e) each User will use the Third Party Equipment at its own risk; and (f) Purchasing Entity will be responsible for monthly service charges accrued from the date Contractor fulfills an order for a Subscriber Identity Module ("**SIM**"). Contractor disclaims all liability for Use of Third-Party Equipment. In the event that Contractor certifies or endorses the use of certain Third-Party Equipment with the Service, the above provisions will still apply.

11. Account Management (Purchasing Entity Authorization). During the term of this Agreement, Purchasing Entity may authorize a third party to act as Purchasing Entity's agent ("**Purchasing Entity Agent**") for purposes of procuring necessary support services related to this Agreement, subject to the following conditions:

(a) Purchasing Entity remains fully responsible for any obligations incurred under this Agreement, whether due to changes Purchasing Entity or its Purchasing Entity Agent requests for Purchasing Entity's account;

(b) Purchasing Entity will ensure that its Purchasing Entity Agent has agreed to confidentiality and/or non-disclosure terms that are at least as protective of Contractor's confidential information as contained in this Agreement;

(c) Purchasing Entity consents to Contractor's disclosure of Purchasing Entity's Confidential Information (as this term is defined herein) and Purchasing Entity Proprietary Network Information (CPNI), as defined in the Communications Act of 1934, as amended, 47 U.S.C. § 222, (1996) to its Purchasing Entity Agent, and waives any claim against Contractor for any damages, expenses, costs, or liabilities arising from such disclosure;

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(d) Purchasing Entity fully acknowledges, understands and accepts that there may be foreseeable and unforeseeable risks, including, but not limited to, increased risks of fraud to Purchasing Entity's account or improper disclosure of Purchasing Entity's account information, related to Purchasing Entity's request that Purchasing Entity personnel be granted access to Purchasing Entity's accounts; and

(e) Activations of new lines of Service under this Agreement will continue to be activated through the Contractor Business Sales Account Team assigned to Purchasing Entity's Contractor account; provided that such activation requests may be made by Purchasing Entity or its Purchasing Entity Agent; and

(f) Participating Entity agrees to be bound by the terms of any and all EIP or lease agreements signed by Participating Entity Agent's on behalf of Purchasing Entity.

This authorization will be valid for the term of this Agreement and may not be modified except pursuant to a written amendment signed by Participating Entity and Contractor.

12. Additional Terms for Plans and Other Features. The following terms apply to Purchasing Entity's Master Account data plan(s). To the extent any data plan terms expressly conflict with the terms in this Agreement, the applicable data plan terms will govern.

12.1. Permissible and Prohibited Uses. Purchasing Entity's Data Plan is intended for Web browsing, messaging, and similar activities. Certain activities and uses of the Services and Products are permitted and others are not. If Purchasing Entity buys, leases, or finances a Product manufactured for use on the Network, Purchasing Entity agrees that it intends it to be activated on our Service. Examples of permitted uses include but are not limited to: (a) voice calls; (b) web browsing; (c) messaging (d) email; (e) streaming music; and (f) Tethering a Product to other non-harmful Products pursuant to the terms and conditions and allotments in the associated Rate Plan.

Examples of prohibited uses include but are not limited to: (aa) using a non-T-Mobile certified repeater or signal booster other than Contractor provides Purchasing Entity; (bb) compromises Network security or capacity, degrades Network performance, uses malicious software or "malware", hinders other Purchasing Entity' access to the Network, or otherwise adversely impacts Network service levels or legitimate data flows; (cc) with the exception of use by emergency first responders, using applications which automatically consume unreasonable amounts of available Network capacity; (dd) with the exception of reasonable IoT applications, using applications which used in a way that degrades network capacity or functionality; (ee) misuse of the Service, including "spamming" or sending abusive or unsolicited communications; (ff) tampering with, reprogramming, altering, or otherwise modifying Purchasing Entity's Products to circumvent any of Contractor's policies or violate anyone's intellectual property rights; (gg) causing harm or adverse effects on Contractor, the Network, Contractor, Purchasing Entity, employees, business, or any other person; or (hh) causing Contractor to violate applicable laws and regulations.

12.2. Protective Measures. Contractor engineers our network to provide consistent high-speed data service, but at times and at locations where the number of Purchasing Entity using the network exceeds available network resources, Purchasing Entity will experience reduced data speeds. To help ensure a positive experiences for Purchasing Entities and to minimize capacity issues and degradation in Network performance, Contractor may, without advance notice, take any actions necessary to manage the Network on a content-agnostic basis, including, prioritizing the data usage of a small percentage of unlimited high-speed data Purchasing Entities who use the highest amount of data below that of other Purchasing Entities (except in the case of emergency first responders using T-Mobile's rate plans offered only for emergency first responders) in times and locations where there are competing Purchasing Entity demands for Network resources, for the remainder of the billing cycle. Where the Network is lightly loaded in relation to available capacity, a Purchasing Entity whose data is de-prioritized will notice little, if any, effect from having lower priority. This will be the case in a vast majority of times and locations. At times and locations where the Network is heavily loaded in relation to available capacity, however, these Purchasing Entity will likely see significant reductions in data speeds, especially if they are engaged in data-intensive activities. Contractor constantly works to improve Network performance and capacity, but there are physical and technical limits on how much capacity is available, and in constrained locations the frequency of heavy loading in relation to available capacity may be greater than in other locations. When Network loading goes down or the Purchasing Entity moves to a location that is less heavily loaded in relation to available capacity, the Purchasing Entity's speeds will likely improve. See www.Contractor.com/OpenInternet for details and for current data amount subject to this practice.

12.3. Downloadable Content and Applications. Purchasing Entity can purchase services and products from third-parties ("**Content & Apps**") using its Product(s), and charges for these purchases may be included in Purchasing Entity's Master Account invoice. Purchasing Entity may block purchases of third-party products or services by emailing Contractor at Businesscare@Contractorsupport.com, or contacting Purchasing Entity Care at (800) 375-1126. For these third-party purchases, although the charges may appear on Purchasing Entity's invoice, Contractor is not responsible for the Content & Apps, including download, installation, use, transmission failure, interruption, or delay, or any content or website Master Account Users access through the Content & Apps. Purchasing Entity's download of Content & Apps is at its own risk. Unless otherwise stated, any support questions for these Content & Apps should be directed to the third-party seller identified at the point of purchase. Some Content & Apps may require Purchasing Entity's agreement to a license or other terms with the third party. Some Products or Content & Apps may contact our Network without

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Purchasing Entity's knowledge, which may result in additional Charges (e.g., while roaming internationally). To use, download, or install Content & Apps that Purchasing Entity purchases from Contractor, the Content & Apps are licensed to Purchasing Entity by Contractor and may be subject to additional license terms between Purchasing Entity and the creator/owner of the Content & Apps. Whether purchased from Contractor or a third-party seller, any Content & Apps Purchasing Entity purchases are licensed for personal, lawful, non-commercial use on User's Product only. Purchasing Entity may not transfer, copy, or reverse engineer any Content & Apps, or alter, disable or circumvent any digital rights management security features embedded in the Content & Apps.

12.4 Contractor is not responsible for any download, installation, use, transmission failure, interruption, or delay related to Content & Apps, or any third-party content, services, advertisements, or websites Purchasing Entity may be able to access by using its Product(s) or the Services, even if charges for Content & Apps appear on Purchasing Entity's Contractor bill. Purchasing Entity is responsible for maintaining virus and other Internet security protections when accessing third party Content & Apps or other services.

12.5 Contractor may retain, use, and share information collected when a Master Account User downloads, uses, or installs some Content or Apps, may update such User's Content or App remotely, or may disable or remove any Content or App at any time to perform its Services under the Master Agreement. Purchasing Entity may refer to Contractor's Privacy Policy, as well as the Content or App creator/owner's privacy policy for information, regarding the collection, use and retention of information collected when a User downloads, installs, or uses any Content or App. Contractor is not responsible for any transmission failure, interruption, or delay related to Content & Apps, or any content or website Users may be able to access through the Content or App.

13. Additional Terms for Plans and Other Features.

13.1 Service Limitations, Connectivity and International Use. Purchasing Entity acknowledges and agrees that a User's use of any Wi-Fi network is permissible and that Purchasing Entity (and not Contractor) is solely responsible for all charges associated with a Master Account User's use of the Service. Cell Broadcasts (alerts that go to certain Purchasing Entity) and Wireless Priority Service (WPS) may not be available with Wi-Fi Calling. Calls from certain designated countries and destinations* over Wi-Fi are $.25/min (no charge for Wi-Fi calls to US, Mexico and Canada). Calls made over Wi-Fi outside of designated countries and destinations* will be charged standard international roaming rates. Purchasing Entity will pay for all internet access charges incurred by Master Account Users. (*Except as indicated in this Agreement, Contractor offers travel without limits with unlimited data and texting in 210+ countries and destinations at no extra charge. The list of 210+ countries and destinations is subject to change at Contractor's sole discretion. Visit www.Contractor.com/coverage/roaming.)

13.2 9-1-1 and Emergency Alerts Service and Wi-Fi Calling. Purchasing Entity agrees and will inform all Master Account Users as follows:

Services or Software provided by third parties (including voice applications), 911 or E911, text to 911, or other calling or messaging functionality, may work differently than services offered by Contractor, or may not work at all. Purchasing Entity agrees to review all terms and conditions of such third-party products. Contractor is not responsible for failures to connect or complete 911 calls or text to 911 messages or if inaccurate location information is provided. 911 service may not be available or reliable and Purchasing Entity's ability to receive emergency services may be impeded**.** Contractor cannot assure Purchasing Entity that if Purchasing Entity places a 911 call or text Purchasing Entity will be found. Emergency Alerts. Contractor has chosen to offer wireless emergency alerts, within portions of our coverage area, on wireless alert capable Products. There is no additional charge for these wireless emergency alerts. For details visit: www.Contractor.com/responsibility/consumer-info/safety/wireless-emergency-alerts.

Contractor may use a variety of information and methods to determine the location of a 9-1-1 call, including Contractor's GSM wireless Network if available in a User's location, or the location of a User's Primary Address. Even with this information, Purchasing Entity acknowledges that an emergency operator may not be able to receive or use the address information (or a User's phone number) to locate the User in order to provide emergency services. If a User dials 9-1-1 while outside the U.S., 9-1-1 services may not be available. Purchasing Entity is required to provide Contractor with a valid address for the location at which Purchasing Entity's Master Account Users primarily use Wi-Fi Calling ("**Primary Address**"). If Purchasing Entity does not provide Contractor with a Primary Address, Contractor may block Users' usage of certain Wi-Fi networks. If such address changes, either temporarily or permanently, Purchasing Entity will register the new address with Contractor. Contractor assumes no responsibility for securing the Primary Address. When Users use Wi-Fi Calling Service away from the Primary Address, Contractor may have no or very limited information about the User's location, which could result in (i) a 9-1-1 call being routed to an out-of-area public safety agency; (ii) the public safety agency receiving incomplete information about the User's call and the User's location; or (iii) a User's 9-1-1 call being routed to an emergency response center, which will ask the User for the User's location and use that information to route the call to a public safety agency.

13.3 Text-to-911: Text to 9-1-1 may be available in some locations where Contractor Service is provided and is dependent on the public safety agency's ability to receive text messaging. Contractor recommends that Purchasing Entity uses voice communications as its primary method of contacting 9-1-1.

Calls to 911 from a TTY will not work when using Wi-Fi Calling or Voice over LTE ("VoLTE"). If Users cannot make a voice call to 911, Contractor recommends that Users use an internet-based Telecommunications Relay Service such as

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Video Relay Service, IP Relay Service, or IP Captioned Telephone Service. Contractor Real-Time Text ("RTT") technology is available on Contractor's network and can be used on select Products to contact 911. For more information, see www.Contractor.com/accessibilitypolicy.

13.4 911 Access: 911 services are made possible by state and local governments. Contractor handsets are capable of making calls to 911 in the United States, and 911 access is available to Purchasing Entity regardless of rate plan. The handset must have battery power and connectivity to complete a 911 call. When making 911 calls, Purchasing Entity's Users must be prepared to provide information about where the User(s) are located. In some cases, 911 communications center operators may not know the User's phone number or have information about that User's location. Other third-party entities are involved in connecting a 911 call and Contractor does not determine the public safety agency to which the 911 call is routed. If Purchasing Entity is porting a phone number to or from Contractor, Contractor may not be able to provide Purchasing Entity with some Services, such as 911 location services, while the port is in process. If any User is outside the U.S., such User may have to dial a different number than 911 to call emergency services.

13.5 Wi-Fi Calling. Wi-Fi Calling services use an internet connection to make calls, **("Wi-Fi Calling")**, including 911 calls, and calls to 911 using Wi-Fi calling operate differently than traditional 911. When enabling Wi-Fi Calling, Purchasing Entity must provide Contractor with the primary street address at which the Wi-Fi Calling service will be used ("Registered Location"). If Purchasing Entity's Users call 911 over Wi-Fi, Contractor will provide Purchasing Entity's Registered Location to the public service entity that answers the call, and it may be used to help emergency responders locate a User. Purchasing Entity agrees to update its Registered Location if Purchasing Entity's Users use Wi-Fi service at a different location. Purchasing Entity can update its Registered Location by contacting Contractor Purchasing Entity Care.

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Wireless Data, Voice, and Accessories

Attachment B

Scope of Work

Section 1: General

1.1 Background

The purpose of this Master Agreement is to provide Wireless Data, Voice, and Accessories for all Participating States. The Master Agreement may be used by state governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval of the individual chief procurement official and compliance with local statutory and regulatory provisions. The initial term of the master agreement shall be 5 (Five) years with renewal provisions for an additional 5 (Five) as outlined in Section 3 of the NASPO ValuePoint Master Terms and Conditions (Attachment A).

1.2 Order of precedence

Per the NASPO ValuePoint Master Terms and Conditions, Participating Addenda (called "PA") will have precedence over the Master Agreement within the participating jurisdiction.

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1.3 Green Awards

End users of the Master Agreement may have requirements to purchase products and services that adhere best practices of sustainability and environmental consciousness. Contractor should anticipate addressing these needs as they arise in the Participating Addendum process.

1.4 E-Rate

To the extent the services offered are subject to the E-rate discount program, all award Contract Vendors must commit to participation in the Federal Communication Commission's E-rate discount program established under authority of the Federal Telecommunications Commission Act of 1996. Participation in, and implementation of, this program must be provided without the addition of any service or administration fee by the Contract Vendor.

1.5 Net Neutrality

Recent changes by the Federal Communications Commission in their rules related to the issue of Net Neutrality have increased state's interest in promulgating their own law, rule and policies on this topic. This solicitation will have no requirements related to Net Neutrality for the Master Agreements. It is anticipated, that this issue will be pertinent in the Participating Addendum process. Potential participating entities will be made aware of this consideration by the Lead State in a reasonable fashion.

Section 2: Categories of Award

2.0 Overview of Award Categories

The products and services for this contract are awarded in 3 (three) categories. These categories are:

Category 1- Cellular Wireless Services: This category will cover the basic cellular wireless transport services for voice, data and messaging, as well as any new basic transport services that may be introduced for applications like those defined for Internet of Things (IoT) applications. "Cellular wireless transport" is defined to mean carrier provided wireless services that employ a radio access network based on technologies defined by the Third Generation Partnership Program (3GPP). We are requesting pricing for both traditional cellular plans that include a subsidized mobile device as well as bring your own device (BYOD) plans where the user will supply their own mobile device and require only network service from the carrier.

Category 2- Equipment and Accessories: This category includes any equipment or accessories operating over cellular carrier provided network services or intended for use with cellular connected devices.

Category 3- Turnkey Wireless and IoT Solutions that are offered as a product: This category includes any of the wireless or IoT solutions or applications being offered as a complete product by the cellular wireless carriers or any other Contractor(s).

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2.1 Category 1- Cellular Wireless Services

This category will cover the basic cellular wireless transport services for voice, data and messaging, as well as any new basic transport services that may be introduced for applications like those defined for Internet of Things (IoT) applications. “Cellular wireless transport” is defined to mean carrier provided wireless services that employ a radio access network based on technologies defined by the Third Generation Partnership Program (3GPP). We are requesting pricing for both traditional cellular plans that include a subsidized mobile device as well as bring your own device (BYOD) plans where the user will supply their own mobile device and require only network service from the carrier.

This Award Category is for National Award only.

2.1.1 Definitions

3rd Generation Partnership Project (3GPP) The international standards body that covers cellular telecommunications network technologies (http://www.3gpp.org).

3G Third generation of wireless mobile telecommunication technology as defined by the 3rd Generation Partnership Project (3GPP).

4G Fourth generation of wireless mobile telecommunication technology as defined by the 3rd Generation Partnership Project (3GPP).

5G Fifth generation of wireless mobile telecommunication technology as defined by the 3rd Generation Partnership Project (3GPP).

Bandwidth Throttling The mechanism a service provider uses to reduce the data network capacity available to a user of its wireless services.

Bandwidth Throttling Threshold In “unlimited” cellular data plans, the data volume at which the carrier begins instituting bandwidth throttling for the balance of the billing period.

Bring Your Own Device (BYOD) Plans where the user will supply their own mobile device and require only network service from the carrier.

Cellular Wireless Carrier: A wireless carrier that owns the majority of its infrastructure and operates a mobile wireless network primarily utilizing standards developed by the 3GPP.

Cellular Voice A wireless voice telephone service offered by the cellular carriers.

Cellular Wireless Carrier-provided wireless services that employs a radio access network based on technologies defined by the 3rd Generation Partnership Program (3GPP).

Coverage Area The geographic area in which a carrier provides service. When located within this area, a subscriber with a compatible device should be able to access usable wireless services on that carrier’s network or its partner networks.

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FirstNet FirstNet is a government subsidized wireless network specifically designed for the needs of public safety users; access to FirstNet services will be limited to defined categories of users related to public safety. FirstNet was created under the Middle Class Tax Relief and Job Creation Act of 2012.

Individual Responsible (IR) Plan Discount Individual Responsible Accounts ("IRU") are accounts for products and services between Contractors awarded a contract under this solicitation and individuals who are employees of eligible users of the Master Agreement. IRU accounts are for the personal use of individual employees of eligible end users of the Master Agreement.

Corporate/Government Responsible (CRU) Plan CRU plans are plans that are purchased by end users of the Master Agreement that is awarded from this solicitation.

Land Mobile Radio (LMR) Terrestrial-based, wireless communications systems, generally operating in the frequency range below 1 GHz, and commonly used by emergency responders to support voice and low-speed data communications.

Mission Critical Push-to-Talk (MCPTT) A new standard for public safety PTT systems (starting with 3GPP Rel. 13) that also operates over the cellular carriers' wireless networks and supports, among other capabilities, the ability for wireless stations to discover and communicate directly with other system users without relaying those transmissions through a cellular base station.

LTE (Long-Term Evolution) A 3GPP standard for high-speed cellular wireless communications.

Mobile Messaging The ability to compose and exchange electronic messages that may include text, audio, video and other symbols between two or more users of mobile phones, tablets or other devices.

Public Safety The functions of government, which ensure the protection of citizens, persons in their territory, organizations, and institutions against threats to their well-being.

Push-to-Talk (PTT) A method of wireless voice communications using a momentary button to switch the wireless device from voice reception mode to transmit mode; in a cellular PTT system, all transmissions are relayed over the carrier's radio channels and through a server installed in the carrier's network infrastructure. Transmissions are received by all stations within range of that particular radio channel and are part of that broadcast group.

Quality of Service (QoS) Mechanisms employed in packet switching networks that allows them to prioritize certain classes of traffic over others thereby providing better performance for those preferred classes with regard to transit delay, jitter (variation in transit delay), and packet loss.

Short Message Service (SMS)/Multimedia Messaging Service (MMS) Wireless services offered by the cellular carriers allowing users to exchange short text (SMS) or audio/video files (MMS). These services are differentiated from other messaging services like Apple Messages and WhatsApp by the fact that they are offered by the cellular carriers and are typically charged as a separate item on the service plan along with voice and data.

Subsidized Plan Cellular plans where the carrier will provide a phone, or tablet at a subsidized price.

Wireless The transmitting of signals using radio waves instead of wires.

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Wireless Carrier A provider of wireless communications services that owns or controls all the elements necessary to sell and deliver services to an end user including radio spectrum allocation, wireless network infrastructure, back haul infrastructure, billing, customer care, provisioning computer systems and marketing and repair organizations.

Wireless Data A communication service offered by mobile carriers that allows users to access the internet and other data services via its wireless networks using a smartphone, tablet or other cellular-connected mobile device.

Wireless Plan A bundled subscription offering from a cellular carrier providing some combination of services.

Wireless Priority Service (WPS) A government-directed emergency phone service managed by the Department of Homeland Security's Office of Emergency Communications (OEC). Like FirstNet for data services, WPS provides priority network access to wireless voice service (2G or VoLTE) exclusively to defined categories of qualified subscribers.

2.1.2 Subsequent Network Characteristics and Technology

This solicitation covers the addition of new technology and methods that are substantively similar to existing 3G, 4G, and 5G Network characteristics.

2.1.3 Plans

Contractors will define the rate plans to be available under the Master Agreement that results from this solicitation and must provide all details of every plan offered in Attachment G. At a minimum plan details should include the items listed in Attachment G if applicable.

Subsidized Plans

Subsidized plans are those that include a device to connect to the wireless network as a part of the monthly plan cost.

Bring Your Own Device Plans

Bring your own device plans are those that require the user to provide a device for connection to the cellular network or to pay for a device separately from the monthly service plan.

2.1.4 Legacy Plans

Plans covered by the predecessor Master Agreements administered by the State of Nevada (Contract No. 1907)("Legacy Plans") for purchasing entities who are currently enrolled will be included within the scope of the Master Agreements awarded by this solicitation. All Legacy Plans must be described on Attachment G: Plan Coverage Attachment.

Discontinuance of Plans

Contractor will maintain plans if they are being used. Contractor may discontinue any plan or feature that has not had any active subscribers for at least the previous 90 days. Contractor to provide a minimum of 90 days notice to Lead State if a Plan is to be discontinued to end users.

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2.1.5 Service Requirements

Designated Sales Point of Contact

Each Master Agreement awarded by this solicitation shall have a designated point of contact for sales purposes.

Designated Customer Service Point of Contact

Each Master Agreement awarded by this solicitation shall have a designated point of contact for Customer Service escalation purposes.

Designated Contract Manager

Each Master Agreement awarded by this solicitation shall have a designated point of contact who manages the contract and may be contacted by administrators of the Master Agreement or PAs.

2.1.6 Pricing Requirements

Subsidized Device Plans

Plans covered by the predecessor Master Agreements administered by the State of Nevada (Contract No. 1907) that offered phones at no cost are to be included by the Master Agreements awarded by this solicitation if the Contractor is awarded under this solicitation. For any new plans offered under this contract, Proposers have the flexibility to include a subsidized phone in the plan cost or to require the user to provide a device or pay for it separately.

Financing

Financing is allowed under the Master Agreement, but may be subject to each PA as some jurisdictions may not allow Financing.

Individual Responsible (IRU) Plan Discount

Pricing Discounts for Individual Responsible plans by public employees are to be stated on the Cost sheet. See Section 5.

Waiver of Service Activation Fees

Service Activations Fees will not be allowed under the Master Agreements that derive from this solicitation.

Number Porting

Carrier must provide wired or wireless number porting to/from the mobile device with no charges or penalty.

Upgrade

Users must be able to upgrade or downgrade their service plan at any time with no limits and no restarting of service line contract terms.

Cancellation Fees

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Carrier must provide for any participating entity the ability to cancel at least 25% of the active lines of service under contract (subsidized device) in any given year with no early termination fees or other cancellation fees.

Carrier must not assess any cancellation fee or early termination fee for any lines of service that are provided under a Bring Your Own Device option where subsidized equipment is not included in the monthly rate plan cost.

Activation and Billing

Carrier must not commence billing for a device until completion of an order and activation request is executed by the participating entity representative, the user or another individual designated by the participating entity representative. Specific billing and activation procedures may be refined within Participating Addenda.

Cost Sheet

Contractor must populate the cost sheet Attachment C. The plans identified in Attachment C are to be offered to end users and will be included in Attachment G. Contractor must also indicate a discount for plans available under the master agreement that results from this solicitation., that are not entered into Attachment C.

Plan Description

Contractor must include detailed descriptions of all new rate plans approved by the lead state by fully populating Attachment G with complete details related to each plan and feature offered under this contract.

Presentation

Contractors should propose plans that can be easily understood without complex restrictions and terms. Scoring will reflect the degree of concise and impactful plans – from flexibility and cost perspectives.

2.1.7 Internet of Things (IoT) Services

Data plans related to Internet of Things services are covered by this award category. Please describe your Internet of Things offering as it relates to Attachment L, Network Technology Questionnaire in your proposal.

2.1.8 Public Safety/Wireless Priority Service

2.1.8 PUBLIC SAFETY CATEGORY

The Wireless Services Provider (Contractor) will describe how their proposal if and how they intend to provide an exclusive, dedicated broadband network for public safety communications to public safety entities and first responders.

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Contractor will describe if and how they would provide for a dedicated network exclusive for use by emergency response providers such as Federal, State, and local emergency public safety, law enforcement, emergency response, emergency medical (including hospital emergency facilities), and related personnel, agencies, and authorities; including Native American Tribes (Sovereign Nations) or authorized tribal organization and rural communities, unincorporated town or village, or other public entity.

Carriers will describe how their proposed services will have the ability to provide the most comprehensive, reliable coverage and highest priority for emergency communications, such as:

- Broadband LTE network allowing first responders and other public safety personnel to send and receive voice, data, video, images, push-to-talk and text without concerns about network congestion.
- Mobile Devices
- Mobile Device Management, to include Maintenance and Replacement
- Public Safety Applications and Solutions
- Assured Priority and Preemption when needed
- Network Security

Interoperability:
Interoperability is critical to all public safety agencies, therefore; The Wireless Service Provider (the Contractor), will describe how they enable comprehensive public safety broadband interoperability at all levels including the sharing of priority and preemption protocols, applications, and mission critical Push-to-Talk (MCPTT) communications and off-air device to device communications during an emergency situation.

Deployable Access:
The Wireless Service Provider (the Contractor) will describe how they will provide cellular connection in areas where service does not exist or where service fails during emergency circumstances. The Wireless Service Provider will describe how they provide dedicated access to Satellite Cell on Wheels and Portable Emergency Communications.

The Wireless Service Provider (Contractor) will describe additional deployable equipment for dedicated access in areas where service does not exist or where service fails during emergency situations.

Optional Services:
Additional Public Safety Services sold under the NASPO ValuePoint Master Agreement other than the requirements listed, must be properly reviewed and approved by the lead state.

Option to Terminate:
The NASPO ValuePoint Master Agreement is an additional procuring mechanism. The Wireless Service Provider (the Contractor) must agree; if a Public Service Entity chooses to utilize the

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NASPO ValuePoint Master Agreement, the procuring agency has the option to terminate their agreement at any time without added fees or penalties for cancellation.

The Lead State may cancel the Public Safety/Wireless Priority Service portion of the Category 1 Scope at any time. If the Lead State chooses to cancel the Public Safety/Wireless Priority Service portion of Category 1 Scope, it will provide contractors with 180 days notice.

No other Terms and Conditions, End User Agreements, or any other terms will be offered with the new product or service unless it is included in the Master Agreement.

2.2 Category 2- Equipment and Accessories

This category includes any equipment or accessories operating over cellular carrier provided network services or intended for use with cellular connected devices.

This Award Category is for National Award only.

2.2.1 Definitions

Accessories Any equipment, component or add-on accessory intended for use with cellular connected devices.

Equipment Any device operating over cellular carrier provided network. Does not include servers, desktops or laptop computing devices.

Cellular Devices Any phones or other equipment used to connect over wireless services offered by cellular carriers (Category 1).

2.2.2 Eligible Equipment and Accessories

Those products eligible as equipment and accessories under this solicitation, currently includes and may be expanded as technology advances:

- Basic Cellular Devices
- Smartphones - iOS, Android, Other
- Stand Alone, Integrated or USB Dongle Cellular Modems
- Wi-Fi/Cellular Routers
- Tablets that are cellular-network connected
- Other equipment with a primary purpose for communicating over the cellular carrier network, currently including:
    - Sensors

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  - Cellular-enabled Video cameras
- Accessories:
  - Replacement Batteries
  - Cases & related accessories
  - Screen Protectors
  - Chargers
  - Cords / cables
  - Signal Boosters / antennae
  - Headsets and speakers for use with wireless devices

2.2.3 Service Requirements

Condition of Equipment and Accessories

All equipment and accessories provided under this contact must be new, unused and properly functioning when received by participating entity if priced as a new product.

Superseded, used, returned, or reconditioned items will be accepted if labelled as such in the sales order.

Trial Period

Contractor may allow for a designated trial period for testing/evaluating equipment and accessories without additional charges or fees if applicable. Contractor will describe the timeframe for the 'trial period' and procedures for implementing this policy in the sales invoice or purchase order.

Return of Equipment and Accessories

Any equipment or accessories that are not properly functioning when received by the participating entity must be replaced by the contractor with new and properly functioning equipment or accessories within 5 business days of the defective equipment or accessories being reported to the contractor.

Participating entities shall not be responsible for any costs related to the return and/ or replacement of any equipment or accessories that are returned due to quality problems, duplicate shipments or other shipping errors, outdated products or other issues related to non-compliance with terms of this agreement. Contractors must confirm in writing to the end user when returns are received.

Participating entities shall not be assessed restocking fees or any other fees for items trialed and then returned as unacceptable for any reason.

Contractor will allow for equipment and accessory purchases at all retail stores open to the public. Sales personnel at retail stores will be aware of pricing from the Master Agreement that results from this solicitation.

2.2.4 Pricing

Cost Sheet

See Attachment C for details for Award Category 2.

Financing

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Financing is allowed under the Master Agreement, but may be subject to each PA as some jurisdictions may not allow Financing.

Individual Responsible (IRU) Plan Discount

Pricing Discounts for equipment and accessories offered to public employees with Individual Responsible plans are to be stated on the Cost sheet (Attachment C). See section 5 for additional details.

Shipping
Contractor if a Carrier must activate service on new equipment within 72 hours of request or shipping.

2.3 Category 3 – Internet of Things and other Turnkey Wireless Applications

This category includes any of the wireless or IoT solutions or applications being offered as a complete product by the cellular wireless carriers or any other Contractor(s).

This Award Category may be for National Award, or Regional Award at the indication of the Contractor in their proposal. Contractors will indicate this preference in Attachment W.

Awards will be made in each individual sub-category of Category 3, not for Category 3 as a whole. An award in one sub-category does not entitle a vendor to offer products or services in any other subcategories for which they were not specifically awarded.

2.3.1 Definitions

Turnkey Wireless Solution For the purposes of this solicitation a Turnkey Wireless Solution is an integrated, on premise or hybrid system that includes three broad elements:

- End Points physical objects (things like sensors, cameras, end point devices, etc.) that contain embedded technology to sense or interact with their internal state or external environment and the ability to communicate with a remote application
- Network Services a wireless communication network providing M2M communication services or some other method of data transport connecting the dedicated physical objects with;
- Back Office Systems applications and central or back end systems (servers, software, operating systems, storage, etc.).

2.3.2 Turnkey Wireless Solutions

A Proposal shall fully disclose what is included in the Turnkey Wireless Solutions, including all operational components, training, services, equipment, licenses, third party agreements, any and all fees and performance guarantees.

Products and services offered by carriers/Contractors under Legacy Plans that are now part of Category 3 awards under this solicitation will be part of the contracts that result from this solicitation if the carrier/Contractors has also been awarded under that Category and Sub-category.

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For example: MDM products under legacy plans may only be offered under the new Master Agreement if the Contractor is awarded under the MDM subcategory of Category 3 awards.

If an Contractor is not awarded a product under an Award Category 3 subcategory, but has provided a product or service under Legacy Plans, the Contractor may continue to offer the product to end users already under contract. The product may not be offered to new end users unless the Contractor has won award of the subcategory.

Turnkey Wireless Solutions Single Contract The provider offering a Turnkey Wireless Solutions may utilize subcontractors and partners to provide various elements of the system, but the system including all licensing rights will be covered by a single contract between the end user that purchases the system and the provider who is awarded a master agreement for this category of award.

Limited Related Service The provider shall provide support services as needed to install, maintain and enhance the system over the life of the system. These Limited Related Services shall be included in the system pricing. Installation services may be capped in proportion to the project at hand. The Proposal shall describe all related services that are included in the Turnkey Wireless System. The purchasing entity shall have the option to purchase additional services at pricing offered by the proposer and provide an hourly rate related to the project for the Additional Consulting or Integration Services.

Additional Consulting or Integration Services

a. The purchasing entity shall have the ability to purchase consulting or integration services from the provider.
b. Consulting Services – In Category 3, "Consulting Service" means planning, assessment and other professional consulting services provided by the Contractor related to the public entities planning, design, assessing, operating or maintaining an IoT solution.
c. Additional Services – In Category 3, "Integration Service" means the process of making new IoT devices, data, platforms and applications, as well as existing IT assets (for example, business applications, data, mobile, SaaS and legacy systems) work well together in the context of implementing end-to-end IoT business solutions. Integration services are not part of turnkey system or limited related service, but may be acquired from the provider or from a separate integration service provider at the sole discretion of the purchasing entity.

Limited Related Service and Additional Consulting or Integration Services will be billed at an Hourly rate will be included on the Cost Sheet (Attachment C) and will be included in the Master Agreement. The Hourly rate will be a blended rate and will encompass all related cost for these additional services.

2.3.3 Category 3 Subcategories of Award

See Attachment V for Category 3 Subcategory Definitions.

Right to Refresh

This category of master agreements (Turnkey Wireless Solutions) may be reopened and refreshed at the sole discretion of the Lead State at any time. The refresh may allow additional Turnkey Wireless Solutions offering in the broad scope or by specifically identified sub categories. The

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Lead State reserves the right to change the methodology for award for all or any subcategories at the time of the refresh/reopen of the solicitation. Awards for Award Category 3 in any refresh solicitation will be given the same contract term as the initial award.

Data Protection

The provider shall:

a. Specify the best available standards-based encryption technologies and options to protect sensitive data, depending on the particular service model that you intend to provide under this Master Agreement, while in transit or at rest.
b. Describe whether or not it is willing to sign relevant and applicable agreements that may be necessary to protect data with a Purchasing Entity.
c. Describe how it will only use data for purposes defined in the Master Agreement, participating addendum, or related service level agreement.
d. Specify its data disposal procedures, policies and destruction confirmation process

Subcontractors

Providers must explain for each Turnkey Wireless Solutions offered if they intend to provide it directly or through the use of Subcontractors. Any Subcontractor that a Provider chooses to use in fulfilling the requirements of the solicitation must also meet all Administrative, Business and Technical Requirements of the RFP, as applicable to the solutions provided in this category.

a. Contractor must describe the extent to which it intends to use subcontractors to perform contract requirements. Include each position providing service and provide a detailed description of how the subcontractors are anticipated to be involved under the Master Agreement.
b. If the subcontractor is known, provide the qualifications of the subcontractor to provide the services; if not, describe how you will guarantee selection of a subcontractor that meets the experience requirements of the RFP.
c. Include a description of how the Contractor will ensure that all subcontractors and their employees will meet all Statement of Work requirements.

2.3.4 Security For each Turnkey Wireless Solutions proposed include both a security disclosure statement.

Contractors for Award Category 3 must submit answers to Attachment S.

2.3.5 Client Infrastructure Impact and Support

Contractors will be willing to provide a description of the Impact and Support on End User infrastructure upon request Assessment what impacts the Turnkey Wireless application will have on the infrastructure used by purchasing entity, including the client's network, data storage and client owned and operated endpoints before installation. Contractor will at the time of purchase identify any support required by the purchasing entity to support the proposed Turnkey Wireless Solutions.

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2.3.6 Client Infrastructure and Support

Unless the purchasing entity waives the requirement, the Contractor shall provide a description of the Impact and Support on the End User infrastructure. This shall include an assessment of impacts the Turnkey Wireless application will have on the infrastructure used by purchasing entity, including the client's network, data storage and client owned and operated endpoints before installation. The description shall also identify any resources required by the purchasing entity to support the proposed Turnkey Wireless Solutions.

2.3.7 Pricing Requirements

Cost Sheet

See Attachment C for details for Award Category 3.

No other Terms and Conditions, End User Agreements, or any other terms will be offered with the new product or service unless it is included in the Master Agreement at formation or by Amendment.

Section 3: Adding New Products and Services

The Lead State anticipates establishing a process for regular communication with contractors and addition of new products and services. Addition of new products will be treated differently based on which category of award covers the product or service.

3.1 General Requirements

The Lead State, along with the sourcing committee of this Solicitation will review and add new products and services to the Master Agreements outlined below. The Lead State reserves the right to modify this process to ensure open, transparent and reasonable review of proposed new products and services.

3.2 New Products added under Award Category 1

For new service plans under Award Category 1, Carriers may add new plans as they become available to end users, so long as the plans are added to Attachment G, Contract Coverage Attachment, at the next quarterly update and therefore incorporated into the Master Agreement. If the new plans are not added to Attachment G at the next quarterly update, they will not be included within the scope of the Master Agreements that result from this solicitation. Once plans are incorporated into the Master Agreement in this manner, they are subject to the termination restrictions in section 2.1.4.

3.3 New Products added under Award Category 2

Contractors may add new products under Award Category 2 at any time as long as they fall within the scope of that award category. The Lead State reserves the right to make the determination of whether a product falls within award category 2.

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3.4 New Products added under Award Category 3

For new products under Award Category 3, Contractors must submit a request to the Lead State and sourcing team for consideration using Attachment N. All new products under Award Category 3 will be allowed only through amendment of the Master Agreements that result from this solicitation.

After consultation with the sourcing team, the Lead State may choose to include the new product under the Master Agreements by amendment. The Contractor will provide an updated Attachment G at the next quarterly update for public distribution.

3.4.1 New Product Request Form

The New Product Request form will be submitted to the Lead State to request any new products or services under Award Category 3(See Attachment M).

Proposed additional terms and conditions, end user agreements or related materials to be used with the new product must be included with the New Product Request form to be considered for addition to the Master Agreement. Terms and Conditions for additional products/services may be negotiated by the Lead State before addition.

3.4.2 New Product Request Log

All new added products and services under Award Category 3 will be included on Attachment N, Request Log sheet that will include Lead State recommendations and observations. This log will be included in the contract file and will be available for public view.

3.4.3 Quarterly Amendments

The Lead State expects to conduct quarterly amendments of the Master Agreement to add new products and services under Award Category 3. The Lead State reserves the right to amend, or not amend the Master Agreement at any time.

Terms and Conditions not included in the addition of new products for Award Category 3 will not be part of any agreement with end users. Contractors will present end users only with the Terms and Conditions agreed to by the parties in the Master Agreement Amendment.

3.4.4 Terms and Conditions Compliance with Master Agreement

All Products offered under Award Category 3 shall comply fully with all applicable Federal and State laws and regulations. The Order of Precedence clause in the NASPO ValuePoint Master Agreement Terms and Conditions and/or Participating Addendum will control in the event of any conflict between the NASPO ValuePoint Master Agreement and/or Participating Addendum and the Product Terms and Conditions. Any third-party product provider must agree to the Master Agreement Terms and Conditions.

3.5 Quarterly Call/Meeting

The Lead State expects to have a call with contractors every quarter to discuss the status of the contracts, discuss proposed new products and services, and any other issues that may arise regarding the contract. These calls/meetings will be scheduled at mutually agreed upon times.

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3.6 Terms and Conditions Compliance with Master Agreement

Any and all Products offered and furnished under any award category shall comply fully with all applicable Federal and State laws and regulations. The Order of Precedence clause in the NASPO ValuePoint Master Agreement Terms and Conditions and/or Participating Addendum will control in the event of any conflict between the NASPO ValuePoint Master Agreement and/or Participating Addendum and the Product Terms and Conditions. Any third-party product provider must agree to the Master Agreement Terms and Conditions.

Section 4: Individual Responsible Account Discounts

4.1 Individual Responsible Account Definition

Individual Responsible Accounts ("IRU") are accounts for products and services between Contractors awarded a contract under this solicitation and individuals who are employees of eligible users of the Master Agreement. IRU accounts are for the personal use of individual employees of eligible end users of the Master Agreement. IRU discount offerings are not required by Contractors but are scored as a Technical Scorable Criteria for Award Category 1.

All other plans used under this contract by eligible end users are Government/Corporate Responsible Plans (CRU).45.2 Corporate Responsible Account Definition

Corporate Responsible Accounts ("CRU") are accounts for end users of the Master Agreement.

4.3 Discount for Individual Responsible Account offerings

Contractors will indicate what, if any discount they allow for IRU accounts under this Master Agreement. This discount is entered in their Costsheet (Attachment C) and be included in the Master Agreement.

Section 5: Reporting

5.1 General Requirements

5.1.1 Reporting shall be provided in the format required by NASPO ValuePoint:

6.1.1.1 Attachment H (Award Category 1)

6.1.1.2 Attachment I (Award Category 2)

6.1.1.3 Attachment J (Award Category 3)

5.1.2 Attachment G: Contract Coverage Attachment

Contractors under the Master Agreement that results from this contract will submit quarterly Attachment G to the Lead State. This attachment is intended to encapsulate the

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plans, services and offerings of the contractor. This would include any legacy and current offerings, including the plans entered on Attachment C. (anything that would be covered by the Master Agreement).

For Award Category 1, all legacy plans that have a discount under the Current Nevada Master Agreement must continue the discount to be covered by the Master Agreement that results from this solicitation. All legacy plans that do not have a discount under the Current Nevada Master Agreement may continue to have no discount under the Master Agreement that results from this solicitation

Attachment G must be submitted by Contractors awarded under Award Category 1, Award Category 3 and Award Category 4.

5.1.3 Individual participating entities may request specific equipment sales summaries, which shall be provided at no cost.

Upon request, provide reporting elements and/or management reports related to usage for services that are available and would optimize the participating entity's ability to assess utilization and cost.

Be able to provide custom reports as may be requested by individual participating entities. Describe in general, the level of sophistication and complexity, custom usage report data that you can provide to the participating entities. Vendors should provide a sample report with their proposal.

Upon request, provide subscribers with usage reports which include full itemization of call details (such as the information on the Contractor's standard bill for consumer accounts) to enable verification of usage including: (1) call date, call number call length, call time, and (2) plan cost, per minute charges, overage cost, additional features charges and other fees, etc.

5.2 Quarterly Call/Meeting

Contractors must be available for a quarterly meeting by phone, video conference, or in person to discuss contract concerns, developments and any upcoming additional products or services related to reporting.

5.4 Usage Reports (Other States)

Other States and participating entities may have alternate reporting requirements and will be addressed by their Participating Addendum.

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Section 6: Pricing Landing Page

6.1 General

NASPO ValuePoint will develop a pricing landing page (webpage) to display contractor pricing in several key areas on an ongoing basis. It is anticipated that the end users will be able to use this Pricing Landing page as a tool to aid in pricing and negotiating plans and device accessory purchases from all awarded contractors. Contractors are expected to provide certain required fields for the Pricing Landing Page. This Section applies only to Category 1 awards.

6.2 Pricing Landing Page Requirements

6.2.1 General Requirements

The Pricing Landing Page will consist of a webpage to allow for quick reference of plans, equipment, accessories and services offered by contractors. Contractors may update the required fields at their discretion whenever they wish. The fields must be populated by contractors.

6.2.2 for Carriers/Contractors (Awarded under Category 1)

At the onset of the contract, Carriers/Contractors will be required to enter in pricing plans for the following scenarios that are found in Attachment C (Costsheet):

- Plans that include a subsidized device in the monthly rate plan cost
  - Basic phone with unlimited voice and messaging
  - Smartphone - 4 Gig of data, unlimited voice & messaging
  - Smartphone - 300 minutes of voice, unlimited data & messaging
  - Smartphone - unlimited data, voice & messaging
  - data only - low - 150 kb
  - data only - moderate - 4 Gig
  - data only - unlimited data
- Plans that require user to supply the device or pay for it separately
  - Smartphone - 4 Gig of data, unlimited voice & messaging
  - Smartphone - unlimited data, voice & messaging
  - Tablet - 1 Gig of data
  - Tablet - shares data with other devices
  - data only - low - 150 kb
  - data only - moderate - 4 Gig
  - data only - unlimited data

<u>These categories have been identified as representing the rate plans and services that are most commonly purchased by NASPO Participating Entities. The categories may be changed as desired by the contractor by submitting updates to NASPO ValuePoint.</u>

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6.3 Pricing Landing Page Features

Pricing information

The Lead state will develop a required reporting based on the 14 scenarios listed in Attachment C for the landing page. The lead state reserves the right to determine requirements.

Disclaimers

Clear disclaimers to end users that all pricing reflects contractors best estimates for hypothetical use cases and does not represent local fees, taxes and potential discounts available at specific locations

Point of Contact Information

Sales, Customer Service and Contract Administration point of contact information for ease of reference

Current Offers

Current Discounts, Offers, and Specials available to end users. This would be done on a national basis. Disclaimers for reasonable variance will be allowed at the discretion of the lead state.

Section 7: Administration of Contracts

7.1 Quarterly Amendment

The Lead State anticipates it will provide for regular quarterly amendments to the Master Agreement if there is a need to add new products or services. (Section 4). The Lead State at its discretion may elect to amend the Master Agreement at any time.

7.2 Quarterly Call

The Lead State and sourcing team intend to hold quarterly calls to facilitate new products/services, discuss the administration of the Master Agreements, and all other applicable aspects of the master agreement.

7.3 Annual Meeting

Contractors must be available for an annual meeting in person to discuss continuing administration of the contract. The Lead State anticipates meeting once a year in person to facilitate more in depth communication. The location of in-person meetings will be in The Salt Lake City area, or elsewhere at the discretion of the Lead State.

7.4 Published Documents

The Lead State intends to publish all new product/service request forms, new product logs, and any sourcing committee recommendations and notes related for reference. End users may use these documents to aid in their purchasing decisions.

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MA176-1 Wireless Voice, Data and Accessories Attachment C: Costsheet

Award Category 1 Costsheet

Vendor Name: T-Mobile USA, Inc.

Subsidized Device Scenarios

Scenario	Description (carrier provides a device along with the rate plan. Pricing is for 1 device/plan as applicable per scenario.)	rate ($ per month)	Usage Weight	Weighted Cost	OFFERON NOTES Describe plan attributes and characteristics per the instructions*.
1	basic phone - unlimited voice & messaging	$20.00	0.115	$2.30	T-Mobile provides a basic phone with an MSRP value of $60.00 for calling and text messaging on a subsidized unlimited talk, text, and 2GB data plan. 24 months of service required.
2	Smartphone - 4 Gig of data, unlimited voice & messaging	$24.36	0.055	$1.34	T-Mobile provides a basic smart phone with an MSRP value of $110.00 included with a Smartphone Unlimited data, voice and messaging plan. 24 months of service required.
3	Smartphone - 300 minutes of voice, unlimited data & messaging	$20.00	0.357	$7.14	T-Mobile provides a smartphone discount of $50.00 on every unlimitd tablet plan. 24 months of service required on this rate plan.
4	Smartphone - unlimited data, voice & messaging	$34.44	0.048	$1.65	T-Mobile ONE for Government Unlimited • Includes a $240.00 device subsidy. • Unlimited minutes and messaging • Unlimited 4G LTE device data • 1GB Smartphone Mobile Hotspot • Unlimited Smartphone Mobile Hotspot @512kbps • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders • Optimized video streaming at 480p • Gogo in-flight 1 hour (unlimited flights) • Unlimited domestic data roaming Pricing includes the 16% NASPO discount. We also offer a $53.00 or $64.00 (before AVD) subsidized plans with higher subsidies that we can offer to NASPO. 1.1 Requirements for Customer to Qualify for Device Credits. (a) For the Device Credit to be effective, Customer must purchase a Device from T-Mobile with an activated 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"); (b) Customer can only choose one of the rate plans for each line of Service and cannot change or move the lines during the Subsidy Term; (c) Each line of Service and each Device purchased must be activated in accordance with the terms of the Agreement; and (d) Customer's account must remain in good standing with T-Mobile to receive the Device Credit. (e) Customer may upgrade the device after 20 months from date of activation after full payment of the outstanding amounts for the device. For the avoidance of doubt, lines of Service that are terminated or suspended (without reactivation) within the Subsidy Term will not qualify for any Device Credit. Subsidy Term/Termination; Device Recovery Fee. If any line of Service that received a Device Credit is terminated prior to the end of the Subsidy Term, then Customer agrees to pay or reimburse T-Mobile a pro rata portion of the Device Credit equal to 5% of the subsidy amount for each month that has been credited
5	data only - low - 150 kb	$8.40	0.014	$0.12	T-Mobile will give $5.00 off of a T-Mobile sold device with a 24 months agreement on the data only low 150kb plan.
6	data only - moderate - 4 Gig	$16.80	0.04	$0.67	T-Mobile will give $15.00 off a data only moderate 4GB plan off of a T-Mobile sold device with 24 months of service on the data only moderate 4GB plan.
7	data only - unlimited data	$38.25	0.287	$10.98	T-Mobile will provide up to $72.00 subsidy off of a T-Mobile sold compatable data hotspot device on the data only unlimied subsidy plan.
Total				$24.20	
Grand Total (C14 + K14)				$25.81	

Bring Your Own Device Scenarios

Scenario	Description (assume customer provides own device separately. Pricing is for 1 device/plan as applicable for scenario.)	rate	Usage Weight	Weighted Cost	OFFERON NOTES Describe plan attributes and characteristics per the instructions*.
8	Smartphone - 4 Gig of data, unlimited voice & messaging	$20.00	0.01	$0.20	Subsidized Unlimited Talk, Text, and Data with 2GB (Other data allotments available) • Unlimited minutes • Unlimited messaging • Unlimited data with 2 GB high-speed • Smartphone Mobile Hotspot. Speeds slow at GB allotment. • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders • Binge On optimized video • Domestic data roaming • Music Freedom Pricing includes the 16% NASPO discount.
9	Smartphone - unlimited data, voice & messaging	$24.36	0.01	$0.24	T-Mobile ONE for Government Unlimited • Unlimited minutes and messaging • Unlimited 4G LTE device data • 1GB Smartphone Mobile Hotspot • Unlimited Smartphone Mobile Hotspot @512kbps • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders • Optimized video streaming at 480p • Gogo in-flight 1 hour (unlimited flights) • Unlimited domestic data roaming Pricing includes the 16% NASPO discount.
10	Tablet - 1 Gig of data	$20.00	0.01	$0.20	T-Mobile ONE for Government Tablet Unlimited. • Unlimited messaging and high-speed data • 1GB of 4G LTE Smartphone Mobile Hotspot (reduced to 3G after the bucket is used) • Simple Global • Optimized video streaming at 480p • Stateside International Unlimited Texting • Mobile Without Borders • Domestic data roaming Pricing includes the 16% NASPO discount.
11	Unlimited Data Plans (no Throttling) that are used by First Responders	$33.60	0.01	$0.34	Priority ONE for First Responders with no de-prioritization • Unlimited minutes and messaging • Unlimited 4G LTE device data • 1GB Smartphone Mobile Hotspot • Unlimited Smartphone Mobile Hotspot @512kbps • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders • Optimized video streaming at 480p • Gogo in-flight 1 hour (unlimited flights) • Unlimited domestic data roaming Pricing includes the 16% NASPO discount.
12	data only - low - 150 kb	$8.40	0.01	$0.08	Simple Choice for Government 1GB •Unlimited data (speeds slow at 1GB) •Unlimited domestic messaging •Smartphone Mobile HotSpot •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Music Freedom Pricing includes the 16% NASPO discount.
13	data only - moderate - 4 Gig	$16.80	0.01	$0.17	Simple Choice for Government 3GB •Unlimited data (speeds slow at 3GB) •Unlimited domestic messaging •Smartphone Mobile HotSpot •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Music Freedom Pricing includes the 16% NASPO discount.
14	data only - unlimited data	$38.25	0.01	$0.38	Simple Choice for Government MI Unlimited • Unlimited High-speed Mobile Internet Data • Unlimited domestic messaging • Domestic data roaming • Simple Global • Stateside International Unlimited Texting • Music Freedom Pricing includes the 16% NASPO discount
Total				$1.61	

Subsidized Device Scenario Requirements

Scenario	Description	requirements
1	basic phone - unlimited voice & messaging	*monthly rate covers 1 user / plan for device, network access, unlimited voice talk time and unlimited messaging *device must be most current in stock device *data used on device will be pulled from account pool *plan includes unlimited messaging from the US to other countries
2	Smartphone - 4 Gig of data, unlimited voice & messaging	*monthly rate covers 1 user / plan for device, network access, unlimited voice talk time, unlimited messaging, unlimited mobile hot spot and at least 4 Gig of 4G data *device must be no older than one generation removed from most current model *data must contribute to overall account pool *unused data from the previous month may roll over into the next month's allowance *plan includes unlimited messaging from the US to other countries
3	Smartphone - 300 minutes of voice, unlimited data & messaging	*monthly rate covers 1 user / plan for device, network access, 300 minutes of voice talk time, unlimited messaging, unlimited mobile hot spot and unlimited 4G data *device must be no older than one generation removed from most current model *data must not throttle before at least 20 gigs of data have been used in the current month *minutes must contribute to overall account pool *plan includes unlimited messaging from the US to other countries
4	Smartphone - unlimited data, voice & messaging	*monthly rate covers 1 user / plan for device, network access, unlimited voice talk time, unlimited messaging, unlimited mobile hot spot and unlimited 4G data *device must be no older than one generation removed from most current model *data must not throttle before at least 20 gigs of data have been used in the current month *plan includes unlimited messaging from the US to other countries
5	data only - low - 150 kb	*monthly rate covers 1 user / plan for device, network access and at least 150 kb of 4G data *device must be no older than one generation removed from most current model *data must contribute to overall account pool *unused data from the previous month may roll over into the next month's allowance
6	data only - moderate - 4 Gig	*monthly rate covers 1 user / plan for device, network access, at least 4 Gig of 4G data and unlimited mobile hotspot *device must be no older than one generation removed from most current model *data must contribute to overall account pool *unused data from the previous month may roll over into the next month's allowance
7	data only - unlimited data	*monthly rate covers 1 user / plan for device, network access, unlimited 4G data and unlimited mobile hotspot *device must be no older than one generation removed from most current model *data must not throttle before at least 20 gigs of data have been used in the current month

Bring Your Own Device Scenarios

Scenario	Description	requirements
8	Smartphone - 4 Gig of data, unlimited voice & messaging	*monthly rate covers 1 user / plan for network access, unlimited voice talk time, unlimited messaging, unlimited mobile hot spot and at least 4 Gig of 4G data *data must contribute to overall account pool *unused data from the previous month may roll over into the next month's allowance *plan includes unlimited messaging from the US to other countries
9	Smartphone - unlimited data, voice & messaging	*monthly rate covers 1 user / plan for network access, unlimited voice talk time, unlimited messaging, unlimited mobile hot spot and unlimited 4G data *data must not throttle before at least 20 gigs of data have been used in the current month *plan includes unlimited messaging from the US to other countries
10	Tablet - 1 Gig of data	*monthly rate covers 1 user / plan for network access, unlimited mobile hot spot and at least 1 Gig of 4G data *data must contribute to overall account pool *unused data from the previous month may roll over into the next month's allowance
11	Unlimited Data Plans (no Throttling) that are used by First Responders	*monthly rate covers 1 user / plan for network access, unlimited voice talk time, unlimited messaging, unlimited mobile hot spot and unlimited 4G data *plan includes unlimited messaging from the US to other countries
12	data only - low - 150 kb	*monthly rate covers 1 user / plan for network access, at least 150 kb of 4G data *data must contribute to overall account pool *unused data from the previous month may roll over into the next month's allowance
13	data only - moderate - 4 Gig	*monthly rate covers 1 user / plan for network access and at least 4 Gig of 4G data and unlimited mobile hotspot *data must contribute to overall account pool *unused data from the previous month may roll over into the next month's allowance
14	data only - unlimited data	*monthly rate covers 1 user / plan for network access, unlimited 4G data and unlimited mobile hotspot *data must not throttle before at least 20 gigs of data have been used in the current month

Catalog Discount Offering

Description	Percentage Off (%)	What aspects of plans does this discount apply to? Please be specific.
Percentage off discount rate offered plans as defined by the Scope of Work (Must be an entry to be responsive)	16%	The 16% NASPO discount applies to the rate plans listed above in Category 1.

ILU Discount Offering

Description	Percentage Off (%)	What aspects of plans does this discount apply to? Please be specific.
Percentage off discount rate offered to ILU accounts as defined by the Scope of Work	up to 33%	Amplified Program: Get the hook up with T-Mobile Amplified - exclusive savings of up to 33% off for your employees and their families. •Talk, text & 4G LTE data on your smartphone •Mobile hotspot •Video streaming •FREE Gogo® in-flight Wi-Fi •International coverage in 210+ countries and destinations (up to 256 Kbps) •Name ID •Voice to text •No-cost DIGITS® number with each line

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MA176-1 Wireless Voice, Data and Accessories Attachment C: Costsheet

Award Category 2 Costsheet

Vendor Name: T-Mobile USA, Inc.

Item Number	Item Description	Manufacture/Brand	Model	Price Per Unit	MSRP	Category Percentage off of MSRP (If applicable)	Average Cost	Notes
1	Cases	Griffin	Apple iPhone X Survivor Strong Case - Black	$29.99	$29.99	25.00%	$36.66	Other options available at https://business.t-mobile.com/accessories
		Apple	Silicone Case for iPhone XS	$39.99	$39.99	25.00%		Other options available at https://business.t-mobile.com/accessories
		OtterBox	SymmetrySeries Case for Samsung Galaxy S9	$39.99	$39.99	25.00%		Other options available at https://business.t-mobile.com/accessories
2	Screen Protectors	Tech21	Apple iPhone X/XS Impact Shield	$34.99	$34.99	25.00%	$29.99	Other options available at https://business.t-mobile.com/accessories
		PureGear	Roll-On Extreme Impact for Samsung Galaxy S9	$29.99	$29.99	25.00%		Other options available at https://business.t-mobile.com/accessories
		PureGear	Roll-On Extreme Impact for Apple iPhone X/XS	$24.99	$14.99	25.00%		Other options available at https://business.t-mobile.com/accessories
3	Chargers	T-Mobile	4ft Lightning Cable	$19.99	$19.99	25.00%	$18.32	Other options available at https://business.t-mobile.com/accessories
		Belkin	Micro-USB to USB A Cable, 4ft	$19.99	$19.99	25.00%		Other options available at https://business.t-mobile.com/accessories
		T-Mobile	Micro Cable 4 ft Black	$14.99	$14.99	25.00%		Other options available at https://business.t-mobile.com/accessories
4	Headsets for use with wireless devices	Apple	EarPods with Lightning Connector	$29.99	$29.99	25.00%	$69.99	Other options available at https://business.t-mobile.com/accessories
		Apple	Airpods	$159.99	$159.99	25.00%		Other options available at https://business.t-mobile.com/accessories
		Skullcandy	Ink'd Wired with mic - Black	$19.99	$19.99	25.00%		Other options available at https://business.t-mobile.com/accessories
5	Speakers for use with wireless devices	JBL	Go Speaker	$39.99	$39.99	25.00%	$123.32	Other options available at https://business.t-mobile.com/accessories
		JBL	Link 10 - Black	$149.99	$149.99	25.00%		Other options available at https://business.t-mobile.com/accessories
		Ultimate Ears	BLAST and POWER UP - Black	$179.99	$179.99	25.00%		Other options available at https://business.t-mobile.com/accessories
6	Basic Cell Phone	Alcatel	GO FLIP	$75.00	$75.00	0.00%	$25.00	Pricing are subject to change at time of purchase and availability.
		N/A	N/A	$0.00	$0.00	0.00%		
		N/A	N/A	$0.00	$0.00	0.00%		
7	Push to Talk Device	N/A	N/A	$0.00	$0.00	0.00%	$0.00	
		N/A	N/A	$0.00	$0.00	0.00%		
		N/A	N/A	$0.00	$0.00	0.00%		
8	SmartPhones	Apple	iPhone XS 64GB	$999.99	$999.99	0.00%	$873.33	Pricing are subject to change at time of purchase and availability.
		Apple	iPhone X 64GB	$899.99	$899.99	0.00%		Pricing are subject to change at time of purchase and availability.
		Samsung	Galaxy S9 64GB	$720.00	$720.00	0.00%		Pricing are subject to change at time of purchase and availability.
9	Tablets	Apple	iPad 32GB	$459.99	$459.99	0.00%	$493.33	Pricing are subject to change at time of purchase and availability.
		Apple	iPad Pro 10.5 64GB	$779.99	$779.99	0.00%		Pricing are subject to change at time of purchase and availability.
		Samsung	Galaxy Tab E	$240.00	$240.00	0.00%		Pricing are subject to change at time of purchase and availability.
10	Cellular Modems stand alone, integrated or USB	N/A	N/A	$0.00	$0.00	0.00%	$0.00	
		N/A	N/A	$0.00	$0.00	0.00%		
		N/A	N/A	$0.00	$0.00	0.00%		
11	MiFi Hot Spots	Alcatel	LINKZONE	$72.00	$72.00	0.00%	$24.00	Pricing are subject to change at time of purchase and availability.
		N/A	N/A	$0.00	$0.00	0.00%		
		N/A	N/A	$0.00	$0.00	0.00%		
12	WiFi Cellular Routers	N/A	N/A	$0.00	$0.00	0.00%	$0.00	
		N/A	N/A	$0.00	$0.00	0.00%		
		N/A	N/A	$0.00	$0.00	0.00%		
13	IoT Sensors	N/A	N/A	$0.00	$0.00	0.00%	$0.00	
		N/A	N/A	$0.00	$0.00	0.00%		
		N/A	N/A	$0.00	$0.00	0.00%		
14	Cellular-enabled video cameras	N/A	N/A	$0.00	$0.00	0.00%	$0.00	
		N/A	N/A	$0.00	$0.00	0.00%		
		N/A	N/A	$0.00	$0.00	0.00%		
15	Cords / cables	N/A	N/A	$0.00	$0.00	0.00%	$0.00	
		N/A	N/A	$0.00	$0.00	0.00%		
		N/A	N/A	$0.00	$0.00	0.00%		
16	Signal Boosters / Antennas	TBD	TBD	$0.00	$0.00	0.00%	$0.00	T-Mobile will work with each Participating State on in-buildling solutions.
		TBD	TBD	$0.00	$0.00	0.00%		T-Mobile will work with each Participating State on in-buildling solutions.
		TBD	TBD	$0.00	$0.00	0.00%		T-Mobile will work with each Participating State on in-buildling solutions.
Total							$278.28	

ILU Discount Offering

Descripiton	Pecentage Off (%)	What aspects of plans does this discount apply to? Please be specific.
Percentage off discount rate offered to ILU accou	$0.00	Promotional offerings at the time of purchase may apply.

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MA176-1 Wireless Voice, Data and Accessories Attachment C: Costsheet				
Category 3A: Fleet Management Costsheet				
VENDOR		T-Mobile USA, Inc.		
Monthly Recurring Cost				
Description	***minimum quantity of vehicles***	***monthly fee***	***total annual cost*** *(qty x fee x 12)*	***OFFEROR NOTES*** Describe plan attributes and characteristics per the instructions*.
Basic Fleet Management	10	$12.60	$1,512.00	SyncUP FLEET: Advanced, real-time fleet management and monitoring for organizations of all sizes. Includes access to the web-based portal that
	100	$12.60	$15,120.00	SyncUP FLEET: Advanced, real-time fleet management and monitoring for organizations of all sizes. Includes access to the web-based portal that
	500	$12.60	$75,600.00	SyncUP FLEET: Advanced, real-time fleet management and monitoring for organizations of all sizes. Includes access to the web-based portal that
	1000	$12.60	$151,200.00	SyncUP FLEET: Advanced, real-time fleet management and monitoring for organizations of all sizes. Includes access to the web-based portal that
	5000	$12.60	$756,000.00	SyncUP FLEET: Advanced, real-time fleet management and monitoring for organizations of all sizes. Includes access to the web-based portal that
Total Annual Recurring Cost			**$999,432.00**	

Service Requirements		
Description		***requirements***
Basic Fleet Management		*Solution to track, monitor & dispatch vehicles while collecting information on vehicle location & operation *must have option to connect to vehicle's On Board Diagnostic-II (OBD-II) port *Ability to monitor vehicle location *Provide location-based vehicle dispatch support *Collect information on driver performance *Real time and historical reporting via secure, centralized portal *Ability to set up alerts based on customer devined parameters

Installation & Set Up Costs				
Description	***minimum quantity of vehicles***	***cost per vehicle***	***Total Set Up Cost***	***OFFEROR NOTES*** Details of Installation and Set Up of customer's instance
Total One Time Cost for Installation, Set Up and Basic System Administrator Training	10	$0.00	$0.00	Installation, set up and basic training is included at no charge.
	100	$0.00	$0.00	Installation, set up and basic training is included at no charge.
	500	$0.00	$0.00	Installation, set up and basic training is included at no charge.
	1000	$0.00	$0.00	Installation, set up and basic training is included at no charge.
	5000	$0.00	$0.00	Installation, set up and basic training is included at no charge.
Total Installation and Set Up Cost			**$0.00**	

Installation & Set Up Requirements		
Description		***requirements***
Installation, Set Up and Basic System Administrator Training		*Set up and configuration of customer's instance in provider's hosted environment. *install each device in vehicle and connect to OBD-II

Scorable Cost	**$999,432.00**

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MA176-1 Wireless Voice, Data and Accessories Attachment C: Costsheet				
Category 3C: Mobile Integration Costsheet				
VENDOR		T-Mobile USA, Inc.		
Monthly Recurring Cost				
Description	***minimum quantity of licenses***	***monthly fee***	***total annual cost*** *(qty x fee x 12)*	***OFFEROR NOTES*** Describe plan attributes and characteristics per the instructions*.
Basic Mobile Integration cost per device	10	$23.50	$2,820.00	a. Cloud PBX Calling i. Direct Inward Dial/Direct Outward Dial to/from Business Phone Number ii. Direct Inward Dial/Direct Outward Dial to/from Business email address to Business email address iii. Personal Group Calling (existing and ad-hoc) 3-Way calling implemented through ad-hoc personal groups iv. Transfer (Blind, Consultative) v. Hold vi. Call Waiting vii. Call Waiting ID viii. Call Forward (All, No Answer, Busy, Selective) ix. Find Me Follow Me x. Do Not Disturb xi. Out of Office xii. Caller Name & Number xiii. Call Name &/or ID Block (outbound) xiv. Call pull xv. Voicemail xvi. Voicemail to text (300 sec)
	100	$23.50	$28,200.00	Same as above.
	500	$23.50	$141,000.00	Same as above.
	1000	$23.50	$282,000.00	Same as above.
Total Annual Recurring Cost			**$454,020.00**	

Service Requirements		
Description		***requirements***
Basic Mobile Integration		As a minimum, solutions meeting this criteria will provide: •Single Number Reach or the ability for a user to be reached at a single business telephone number. •Calls to that single telephone number would ring at both the user's desk phone or mobile device either through simultaneous and/or sequential ringing. • Single Voicemail Box for calls to that single business number.

Installation & Set Up Costs				
Description	***minimum quantity of licenses***		***Total Set Up Cost***	***OFFEROR NOTES*** Details of Installation and Set Up of customer's instance
Total One Time Cost for Installation, Set Up and Basic System Administrator Training	10		$0.00	Installation and Set up at no cost.
	100		$0.00	Installation and Set up at no cost.
	500		$0.00	Installation and Set up at no cost.
	1000		$0.00	Installation and Set up at no cost.
Total Installation and Set Up Cost			**$0.00**	

Installation & Set Up Requirements		
Description		***requirements***
Installation, Set Up and Basic System Administrator Training		*Set up and configuration of customer's mobile service with integration to wired service. *At least one remote meeting with customer's designated system administrator to complete set up and provide knowledge transfer.

Scorable Cost	**$454,020.00**

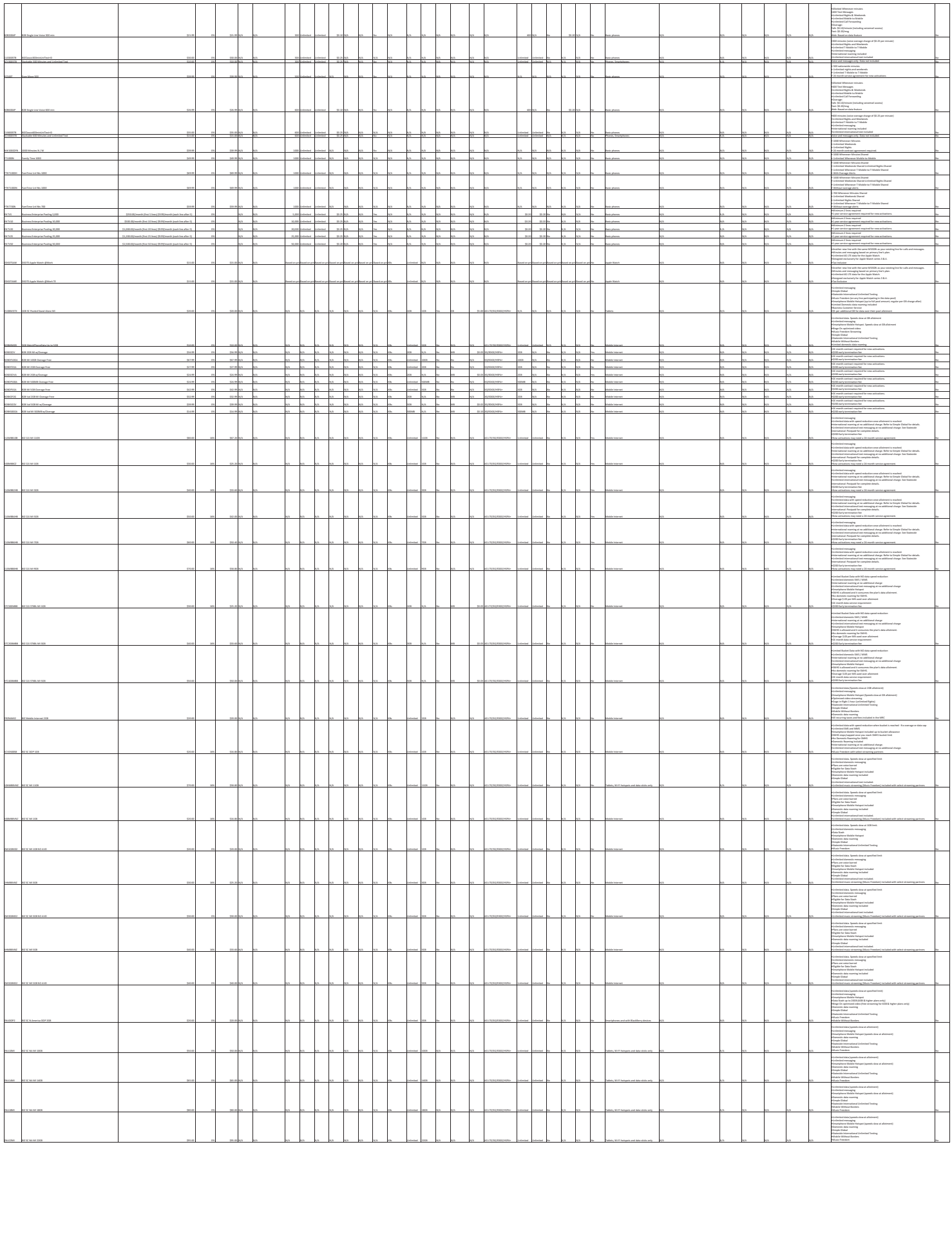
Consutlative Hourly Rate (this rate will be included in the	$0.00

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CJ18012 Wireless Voice, Data and Accessories
Attachment G Plan Coverage
(this document is intended to cover CRU plans only)
Carrier lists every plan and feature available under the NASPO ValuePoint contract, and provides full details of the plan or feature
Fill in each column for each plan or feature included. Enter "not applicable" or "N/A" for any column that does not apply to a specific plan or feature.
Plans used in the Offerors submission Attachment C are to be entered on this attachment.

Plan # of Feature #	Plan or Feature Description	Monthly Cost Before Discount	Discount Percentage	NASPO ValuePoint Monthly Cost (net of discount)	One time Cost Amount	Description of One Time Cost	Details of Plan: Voice							Details of Plan: Data							Details of Plan: Messaging					Details of Plan: Equipment		Details of Add On Features						Plan or Feature Rules & Restrictions	Available to new Users Currently
							anytime minutes included	nights / weekend minutes included	provider to provider minutes included	cost per minute overage - any time	cost per minute overage - night / weekend	cost per minute overage - provider to provider	Pooled	measurement for billing	qty included	throttles after how much monthly usage	Pooled	overage unit measurement?	overage cost per unit	data network??	Qty SMS included	Qty MMS included	Pooled	cost per SMS over	cost per MMS over	Subsidized Device	Equipment Requirements	description of unit	qty of units included	units of overage	cost per unit of overage	data network??	throttles after how much monthly usage		
10GBDZ	Add-on: 10GB Data for Simple Choice	$30.00	0%	$30.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Smartphones	GB data	Unlimited	N/A	N/A	High-speed	10GB	•Unlimited data. Speeds slow at 10GB allotment. •Smartphone Mobile Hotspot. Speeds slow at 10GB allotment. •Data Stash up to 20GB •Binge On optimized video •Domestic data roaming •Music Freedom •For Smartphone and BB10 devices only.	Yes
Z2GBXDATA	Add-on: 2GB Data for Simple Choice	$0.00	0%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Smartphones	GB data	Unlimited	N/A	N/A	High-speed	2GB	•Unlimited data. Speeds slow at 2GB allotment. •Smartphone Mobile Hotspot. Speeds slow at 2GB allotment. •Domestic data roaming •Music Freedom •For Smartphone and BB10 devices only.	Yes
6GBDZ	Add-on: 6GB Data for Simple Choice	$15.00	0%	$15.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Smartphones	GB data	Unlimited	N/A	N/A	High-speed	6GB	•Unlimited data. Speeds slow at 6GB allotment. •Smartphone Mobile Hotspot. Speeds slow at 6GB allotment. •Data Stash up to 20GB •Binge On optimized video •Domestic data roaming •Music Freedom •For Smartphone and BB10 devices only.	Yes
NODATA	Add-on: No data service	$0.00	0%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•No included data service and prevents data service from being added in error •Only add to lines when your customer requests no data service	Yes
GOV1PLUS	Add-on: T-Mobile ONE Plus (Smartphone)	$15.00	0%	$15.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Smartphones	Add-On to T-Mobile ONE Voice	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	•Unlimited 4G LTE device data •20GB 4G LTE mobile hotspot •Unlimited 3G mobile hotspot after 20GB (up to 600kbps) •Unlimited HD streaming passes (must be activated) •Simple Global—Unlimited 2G data at 2x speeds in 210+ destinations (up to 256kbps) •Mobile Without Borders—5GB 4G LTE device data in Mexico & Canada •Unlimited Gogo Inflight Wi-Fi (unlimited flights/sessions) •Name ID •Voicemail to Text •Unlimited domestic data roaming	Yes
G1PLUS0	Add-on: T-Mobile ONE Plus (Smartphone) ONE+ONE Plus	$0.00	0%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Smartphones	Add-On to T-Mobile ONE w/ONE Plus Voice	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	•Unlimited 4G LTE device data •20GB 4G LTE mobile hotspot •Unlimited 3G mobile hotspot after 20GB (up to 600kbps) •Unlimited HD streaming passes (must be activated) •Simple Global—Unlimited 2G data at 2x speeds in 210+ destinations (up to 256kbps) •Mobile Without Borders—5GB 4G LTE device data in Mexico & Canada •Unlimited Gogo Inflight Wi-Fi (unlimited flights/sessions) •Name ID •Voicemail to Text •Unlimited domestic data roaming	Yes
G1PLUSMI	Add-on: T-Mobile ONE Plus Government (Tablet)	$15.00	16%	$12.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Tablets	Add-on to T-Mobile ONE Tablet for Government	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	•Unlimited 4G LTE device data •20GB 4G LTE mobile hotspot •Unlimited 3G mobile hotspot after 20GB (up to 600kbps) •Unlimited HD streaming passes (must be activated) •Simple Global—Unlimited 2G data at 2x speeds in 210+ destinations (up to 256kbps) •Mobile Without Borders—5GB 4G LTE device data in Mexico & Canada •Unlimited domestic data roaming	Yes
GTM1DAT	Add-on: T-Moblie ONE Unlimited Data	$0.00	0%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Smartphones	Add-on to T-Mobile ONE Voice	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	•Unlimited 4G LTE device data •1GB Smartphone Mobile Hotspot •Unlimited Smartphone Mobile Hotspot @512kbps •Optimized video streaming at 480p •Gogo in-flight 1 hour (unlimited flights) •Unlimited domestic data roaming	Yes
GTM1PLMI	Add-on: T-Mobile ONE Tablet for Government	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Tablet	Add-on to T-Mobile ONE Tablet for Government	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	•Unlimited 4G LTE device data •11GB 4G LTE Smartphone Mobile Hotspot (3G speeds after that) •Unlimited HD video streaming (must be activated via T-Mobile app or My T-Mobile) •2X faster Simple Global data roaming (up to 256kbps) •Unlimited domestic data roaming •ONE Plus Voice also includes the following: •Gogo in-flight (unlimited flights/sessions) •Name ID •Voicemail to Text	Yes
GTM1PLS2	Add-on: T-Mobile ONE Plus Voice for Government	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Smartphones	Add-on to T-Mobile ONE Voice for Government	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	•Unlimited 4G LTE device data •11GB 4G LTE Smartphone Mobile Hotspot (3G speeds after that) •Unlimited HD video streaming (must be activated via T-Mobile app or My T-Mobile) •2X faster Simple Global data roaming (up to 256kbps) •Unlimited domestic data roaming •ONE Plus Voice also includes the following: •Gogo in-flight (unlimited flights/sessions) •Name ID •Voicemail to Text	Yes
STV10GBMI	BIZ SC STKBL MI 10GB	$50.00	0%	$50.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	10GB	N/A	Yes	GB	$5.00	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •Simple Global •Mobile Without Borders •Stateside International Unlimited Texting •Smartphone Mobile Hotspot (up to full pool amount; regular per GB charge after) •Limited Domestic data roaming •Music Freedom (on any line participating in the data pool) •Business Customer Service •$5 per GB additional for data over their pool allotment •$10 hybrid BAN Discount	Yes
STV14GBMI	BIZ SC STKBL MI 14GB	$65.00	0%	$65.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	14GB	N/A	Yes	GB	$5.00	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •Simple Global •Mobile Without Borders •Stateside International Unlimited Texting •Smartphone Mobile Hotspot (up to full pool amount; regular per GB charge after) •Limited Domestic data roaming •Music Freedom (on any line participating in the data pool) •Business Customer Service •$5 per GB additional for data over their pool allotment •$10 hybrid BAN Discount	Yes
STV2GBMI	BIZ SC STKBL MI 2GB	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	2GB	N/A	Yes	GB	$5.00	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •Simple Global •Mobile Without Borders •Stateside International Unlimited Texting •Smartphone Mobile Hotspot (up to full pool amount; regular per GB charge after) •Limited Domestic data roaming •Music Freedom (on any line participating in the data pool) •Business Customer Service •$5 per GB additional for data over their pool allotment •$10 hybrid BAN Discount	Yes
STV30GBMI	BIZ SC STKBL MI 30GB	$135.00	0%	$135.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	30GB	N/A	Yes	GB	$5.00	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •Simple Global •Mobile Without Borders •Stateside International Unlimited Texting •Smartphone Mobile Hotspot (up to full pool amount; regular per GB charge after) •Limited Domestic data roaming •Music Freedom (on any line participating in the data pool) •Business Customer Service •$5 per GB additional for data over their pool allotment •$10 hybrid BAN Discount	Yes
STV6GBMI	BIZ SC STKBL MI 6GB	$35.00	0%	$35.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	6GB	N/A	Yes	GB	$5.00	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •Simple Global •Mobile Without Borders •Stateside International Unlimited Texting •Smartphone Mobile Hotspot (up to full pool amount; regular per GB charge after) •Limited Domestic data roaming •Music Freedom (on any line participating in the data pool) •Business Customer Service •$5 per GB additional for data over their pool allotment •$10 hybrid BAN Discount	Yes
CDHUNBBG	GOV Classic BISBES UNL DOP	$50.00	0%	$50.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	N/A	N/A	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	BlackBerry BIS/BES	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data (no speed reduction) •Unlimited SMS and MMS •2GB of Smartphone Mobile Hotspot (SMHS) •SMHS slows once the SMHS bucket limit has been reached •No domestic roaming for SMHS •Domestic roaming •Music Freedom •Simple Global •Stateside International Unlimited Text Messaging •Includes personal and corporate email, but excludes BB10 •Plans are voice barred	Yes
VUNLMBBG	Government Simple Choice Mobile Internet Unlimited	$35.00	16%	$29.40	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	N/A	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablets, Wi-Fi hotspots and data sticks only	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data (not subject to de-prioritization) •Unlimited domestic messaging •Smartphone Mobile Hotspot •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Music Freedom	Yes
TBD	IoT 10GB	$80.00	0%	$80.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	10GB	N/A	MB	$0.01		N/A	N/A	N/A	N/A	N/A	N/A	IoT	N/A	N/A	N/A	N/A	N/A	N/A	IoT 10GB	Yes
TBD	IoT 10MB	$1.00	0%	$1.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	10MB	N/A	MB	$0.01		N/A	N/A	N/A	N/A	N/A	N/A	IoT	N/A	N/A	N/A	N/A	N/A	N/A	IoT 10MB	Yes
TBD	IoT 1GB Failover	$7.00	0%	$7.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	1GB	N/A	MB	$0.007		N/A	N/A	N/A	N/A	N/A	N/A	IoT	N/A	N/A	N/A	N/A	N/A	N/A	IoT 1GB Failover	Yes
TBD	IoT 1GB Standard	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	1GB	N/A	MB	$0.01		N/A	N/A	N/A	N/A	N/A	N/A	IoT	N/A	N/A	N/A	N/A	N/A	N/A	IoT 1GB Standard	Yes
TBD	IoT 1MB	$0.60	0%	$0.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	1MB	N/A	MB	$0.025		N/A	N/A	N/A	N/A	N/A	N/A	IoT	N/A	N/A	N/A	N/A	N/A	N/A	IoT 1MB	Yes
TBD	IoT 3GB	$27.00	0%	$27.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	3GB	N/A	MB	$0.01		N/A	N/A	N/A	N/A	N/A	N/A	IoT	N/A	N/A	N/A	N/A	N/A	N/A	IoT 3GB	Yes
TBD	IoT 5GB	$45.00	0%	$45.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	5GB	N/A	MB	$0.01		N/A	N/A	N/A	N/A	N/A	N/A	IoT	N/A	N/A	N/A	N/A	N/A	N/A	IoT 5GB	Yes
ZM2M128KT	Machine to Machine 128kbps with Text	$5.00	0%	$5.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	Unlimited	No	N/A	N/A	128 kbps speeds	500	N/A	No	N/A	N/A	No	M2M	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data •Voice barred •500 SMS (When the bucket is used, no more SMS can be sent.) •200mb domestic data roaming	Yes
ZM2M512KT	Machine to Machine 512kbps with Text	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	Unlimited	No	N/A	N/A	512 kbps speeds	500	N/A	No	N/A	N/A	No	M2M	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data •Voice barred •500 SMS (When the bucket is used, no more SMS can be sent.) •200mb domestic data roaming	Yes
ZNAMI2GB	Simple Choice Mobile Internet Business 2GB	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	2GB	No	N/A	N/A	4G LTE	Unlimited	Unlimited	No	N/A	N/A	No	Tablets, Wi-Fi hotspots and data sticks only	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data (speeds slow at 2GB allotment) •Unlimited messaging •Smartphone Mobile Hotspot (speeds slow at 2GB allotment) •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Music Freedom	Yes
GSYNCFLTE	SyncUP FLEET Government	$15.00	16%	$12.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	Unlimited	No	N/A	N/A	512 kbps speeds	Unlimited	N/A	No	N/A	N/A	No	SyncUP FLEETs	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited Data (512 kbps speed) •Unlimited SMS •Canada and Mexico roaming (all other Simple Global countries blocked) •Mobile Without Borders •Unlimited domestic roaming •Device is eligible for EIP •PHP available •Tethering is disabled •Voice barred •No HD video •No data passes	Yes
GTM1TAB	T-Mobile ONE Tablet for Government	$23.50	16%	$19.74	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	Unlimited	N/A	N/A	N/A	4G LTE	Unlimited	Unlimited	No	N/A	N/A	No	Tablets	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging and high-speed data •1GB of 4G LTE Smartphone Mobile Hotspot (reduced to 3G after the bucket is used) •Simple Global •Optimized video streaming at 480p •Stateside International Unlimited Texting •Mobile Without Borders •Domestic data roaming	Yes
GOVUTTP6	GOV SC UNL T&T 6 lines incl.	$120.00	16%	$100.80	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Text Messaging	Yes
SCVUTTGOV	GOV Simple Choice VAL UNLT&T	$50.00	16%	$42.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Text Messaging	Yes
SCVPUTTG6	GOV SmpCh Val UnlTT Pool 6+	$120.00	16%	$100.80	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Text Messaging •6+ lines	Yes
ZNATTU12	Simple Choice Voice (13 lines)	$195.00	16%	$163.80	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Business Customer Service	Yes
GTM1PS100	T-Mobile ONE for Government	$29.00	16%	$24.36	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	No	KBs	Unlimited	N/A	No	N/A	N/A	4G LTE	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes, messaging, and high-speed data •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders	Yes
G1PLSALL	T-Mobile ONE w/ ONE Plus Government 2+ lines	$176.00	16%	$147.84	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	No	Kbs	Unlimited	Unlimited	No	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes, messaging, and high-speed data •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Must add $0 ONE Plus to each line to receive all benefits	Yes
GOVW500MB	GOV Wearable 500MB Separate#	$10.00	16%	$8.40	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	500MB	No	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Any wearable devices sold by T-Mobile	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes & messaging •Unlimited data with 500MB high-speed. Speeds slow after 500MB •Smartphone Mobile Hotspot. Speeds slow at MB allotment •Simple Global •Stateside International Unlimited Texting •Music Freedom •Limited domestic data roaming	Yes
ZNA100GST	Simple Choice 100GB Pooled Data North America (first 10 lines)	$150.00	15%	$127.50	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	GB	100GB	N/A	Yes	GB	$4.25	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Music Freedom(on any line participating in the data pool) •Smartphone Mobile Hotspot(up to full pool amount; regular per GB charge after) •Mobile Without Borders •Business Customer Service •$4.25 per GB •10 line minimum	Yes
ZNA2GBST	Simple Choice 2GB Pooled Data North America (first 10 lines)	$150.00	15%	$127.50																								N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Music Freedom (on any line participating in the data pool) •Smartphone Mobile Hotspot (up to full pool amount; regular per GB charge after) •Mobile Without Borders •Business Customer Service •$5 per GB •10 line minimum	Yes
ZNA30GBST	Simple Choice 30GB Pooled Data North America (first 10 lines)	$150.00	15%	$127.50	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	GB	30GB	N/A	Yes	GB	$4.50	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Music Freedom(on any line participating in the data pool) •Smartphone Mobile Hotspot(up to full pool amount; regular per GB charge after) •Mobile Without Borders •Business Customer Service •$4.50 per GB •10 line minimum	Yes
ZNAMI6GB	Simple Choice 6GB Mobile Internet w/ Data Stash & SMHS	$25.00	0%	$25.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	6GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data (speeds slow at 6GB allotment) •Unlimited messaging •Smartphone Mobile Hotspot (speeds slow at 6GB allotment) •Data Stash up to 20GB •Binge On optimized video (free streaming for 6GB & higher plans only) •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Music Freedom	Yes
ZADDUT15	Simple Choice Unlimited Talk, Text & Data - AAL	$15.00	16%	$12.60	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	Add a line to ZNATTU12	Yes
ZNATTU10	Simple Choice Voice (10 line)	$150.00	16%	$126.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Business Customer Service	Yes
ZNATTU2	Simple Choice Voice (2 lines)	$80.00	16%	$67.20	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Business Customer Service	Yes
ZADDUT10	Simple Choice Voice (3-12 lines) - AAL	$10.00	16%	$8.40	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	Add a line to ZNATTU2	Yes
G1PLSADD	T-Mobile ONE w/ One Plus Government - AAL	$29.00	16%	$24.36	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	Add a line to G1PLSALL	Yes
GSYNCFLET	SyncUP FLEET Government TI	$15.00	16%	$12.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	2GB	N/A	N/A	N/A	512 kbps speeds	N/A	N/A	N/A	N/A	N/A	No	SyncUP FLEETs	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited Data (512 kbps speed) •Unlimited SMS •Canada and Mexico roaming (all other Simple Global countries blocked) •Mobile Without Borders •Unlimited domestic roaming •Tethering is disabled •Voice barred •No HD video •No data passes	Yes
BZPMRV0	B2B $0 Per Min Rate Plan	$0.00	0%	$0.00	N/A	N/A	$0.05	$0.05	$0.05	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$0.20	$0.20	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•$0.05 per minute •$0.20 per message	No
B2BPMRV5	B2B Per Min Rate Plan	$5.00	0%	$5.00	N/A	N/A	$0.05	$0.05	$0.05	N/A	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$0.20	$0.20	No	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•$0.05 per minute •$0.20 per message	No
PMR500	Talk Per Minute Rating 500	$4.99	0%	$4.99	N/A	N/A	$0.05	$0.05	$0.05	N/A	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$0.20	$0.20	No	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	Minimum 500 lines	No
PMR500CH0	Voice Per Minute Rating	$0.00	0%	$0.00	N/A	N/A	$0.05	$0.05	$0.05	N/A	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$0.20	$0.20	No	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	Minimum 500 lines	No
WSCAPMR	Voice Per Minute Rating	$0.00	0%	$0.00	N/A	N/A	$0.08	$0.08	$0.08	N/A	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$0.20	$0.20	No	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A		No
B2B100AP	B2B Single Line Voice 100 min	$14.99	0%	$14.99	N/A	N/A	100	Unlimited	Unlimited	$0.10	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	400	N/A	No	$0.20	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	•Allotted Whenever minutes •400 Text Messages •Unlimited Nights & Weekends •Unlimited Mobile to Mobile •Unlimited Call Forwarding •24 month service agreement required for new activations.	No
SCV100STB	BIZ SmpChVAL 100minUnlTxt+D	$5.00	0%	$5.00	N/A	N/A	100	Unlimited	Unlimited	$0.25	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•100 minutes (voice overage charge of $0.25 per minute) •Unlimited Nights and Weekends •Unlimited T-Mobile to T-Mobile •Unlimited messaging •International roaming included. •Unlimited international text included.	No

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DocuSign Envelope ID: CB963A55-DA9B-4FEF-8EF1-A4061175D1CC

ZNAMI2	BIZ SC NA MI 2GB		$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	2GB	N/A	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablets, Wi-Fi hotspots and data sticks only	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data (Speeds slow at 2GB allotment) •Unlimited messaging •Smartphone Mobile Hotspot (Speeds slow at 2GB allotment) •Data Stash up to 20GB •Domestic data roaming •Simple Global •Mobile Without Borders •Stateside International Unlimited Texting •Music Freedom •Binge On	No
ZNA2MI	BIZ SC NA MI 2GB		$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	2GB	N/A	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Tablets, Wi-Fi hotspots and data sticks only	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data (speeds slow at allotment) •Unlimited messaging •Smartphone Mobile Hotspot (speeds slow at allotment) •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Music Freedom	No
ZNA6MI	BIZ SC NA MI 6GB		$35.00	0%	$35.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	6GB	N/A	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Tablets, Wi-Fi hotspots and data sticks only	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data (speeds slow at allotment) •Unlimited messaging •Smartphone Mobile Hotspot (speeds slow at allotment) •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Music Freedom	No
ZNA1MI	BIZ SC North America MI 1GB		$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	1GB	N/A	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Tablets, Wi-Fi hotspots and data sticks only	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data. Speeds slow at specified limit. •Unlimited domestic messaging •Data Stash •Smartphone Mobile Hotspot •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Music Freedom •Mobile Without Borders	No
ZNA3MI	BIZ SC North America MI 3GB		$30.00	0%	$30.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	3GB	N/A	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Tablets, Wi-Fi hotspots and data sticks only	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data. Speeds slow at specified limit. •Unlimited domestic messaging •Data Stash •Smartphone Mobile Hotspot •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Music Freedom •Mobile Without Borders	No
STV500MBB	BIZ SC STKBL MI 1GB		$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	1GB	N/A	Yes	MB	$0.03	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Limited data buckets with NO data speed reduction (overage of $.03 per MB used over allotment) •Unlimited domestic messaging •Domestic data roaming included •Smartphone Mobile Hotspot (SMHS) included (No Domestic Roaming for SMHS) •International roaming included •Unlimited international text included	No
STV2GBMBB	BIZ SC STKBL MI 3GB		$30.00	0%	$30.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	3GB	N/A	Yes	MB	$0.03	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Limited data buckets with NO data speed reduction (overage of $.03 per MB used over allotment) •Unlimited domestic messaging •Domestic data roaming included •Smartphone Mobile Hotspot (SMHS) included (No Domestic Roaming for SMHS) •International roaming included •Unlimited international text included	No
STV4GBMBB	BIZ SC STKBL MI 5GB		$40.00	0%	$40.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	5GB	N/A	Yes	MB	$0.03	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Limited data buckets with NO data speed reduction (overage of $.03 per MB used over allotment) •Unlimited domestic messaging •Domestic data roaming included •Smartphone Mobile Hotspot (SMHS) included (No Domestic Roaming for SMHS) •International roaming included •Unlimited international text included	No
ZMI9GBXD	BIZ SCMI 9GB NoAVD		$60.00	0%	$60.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	9GB	No	N/A	N/A	4G LTE	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data. Speeds slow at 9GB limit. •Unlimited domestic messaging •Data Stash •Smartphone Mobile Hotspot •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •Music Freedom	No
B2BOF2G	Classic Mobile Internet Overage Free 2GB		$37.99		$37.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	2GB	2GB	No	N/A	N/A	3G/EDGE/HSPA+	2GB	2GB	N/A	$0.20	$0.20	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	2 year contract required for new activations. Mobile Internet Plans are voice barred.	No
B2BOF5G	Classic Mobile Internet Overage Free 5GB		$47.99		$47.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	5GB	5GB	No	N/A	N/A	3G/EDGE/HSPA+	5GB	5GB	N/A	$0.20	$0.20	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	2 year contract required for new activations. Mobile Internet Plans are voice barred.	No
ENTWCOF	Discounted Classic Mobile Internet No Overage 5GB		$39.99		$39.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	5GB	5GB	No	N/A	N/A	High-speed	N/A	N/A	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	2 year contract required for new activations. Mobile Internet Plans are voice barred.	No
PCWCOF2D	EM 200MB MBB OF DISC		$23.99	0%	$23.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	Unlimited	No	N/A	N/A	3G/EDGE/HSPA+	200MB	200MB	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A		No
PCWCOF20D	EM 2GB MBB OF DISC		$31.99	0%	$31.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	2GB	No	N/A	N/A	3G/EDGE/HSPA+	2GB	2GB	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	• T-Mobile 3G/EDGE/ HSPA+ data with no overage charges • Speeds slow at 2GB • Unlimited Hotspot Wi-Fi access (does not count against monthly data cap) • Instant Messages billed as data and comes out of 2GB monthly data bucket (Instant Messaging will not require any kind of messaging bucket) • With the mobile router this plans allows up to five concurrent users. • Not Voice Barred	No
BZWCOF2G	EM 2GB MI OvrgFree DSC		$20.00	0%	$20.00	$35.00	Activation Fee per line	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	2GB	No	N/A	N/A	2G & 3G	$0.20	$0.20	No	N/A	N/A	Yes	Mobile Broadband	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited 2G & 3G data with no overage charges. Speed reduction occurs at 2GB. •Instant Messages billed as data and comes out of 2GB monthly data bucket. •Domestic data on T-Mobile network only. Not available in Puerto Rico. •All domestic cellular data roaming is blocked. This includes all T-Mobile 2G and 3G roaming partner's networks in the United States. •SMS available as pay-per-use •2 year contract required •Voice barred	No
EPCSMRTVB	ENT EM Smartphone VB		$39.99	0%	$39.99	$35.00	Activation Fee per line	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	KBs	5GB	No	N/A	N/A	3G/EDGE/HSPA+	$0.20	$0.20	No	N/A	N/A	Yes	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	•Voice barred •Unlimited data. Speeds slow at 5GB •Standard personal My E-mail access (POP3 and IMAP) •24 month contract required for new activations	No
CUNLMBBG	GOV Classic Unlimited MI		$45.00	16%	$37.80	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	N/A	N/A	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •International roaming at no additional charge •Unlimited international text messaging at no additional charge •$200 Early termination fee •Plans are voice barred	No
GSTV500MI	GOV SC STKBL MI 1GB		$20.00	16%	$16.80	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	1GB	Unlimited	No	MB	$0.03	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•1GB data bucket with no data speed reduction (overage of $.03 per MB used over allotment) •Unlimited domestic messaging •Domestic data roaming •Smartphone Mobile Hotspot (SMHS) (no domestic roaming for SMHS) •Simple Global •Stateside International Unlimited Text Messaging •Plans are voice barred	No
SVDHUNBIG	GOV SmpCh Val BB UNL DOP		$35.00	0%	$35.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	Unlimited	N/A	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •Limited domestic data roaming •Simple Global •Stateside International Unlimited Text Messaging •Music Freedom •Unlimited high-speed data with no speed reduction •2GB SMHS included •SMHS slows once you reach the SMHS bucket limit (high-speed device data continues) •No domestic roaming for SMHS	No
G18HMIVN	Government Simple Choice Mobile Internet 19GB		$110.00	16%	$92.40	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	19GB	19GB	No	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablets, Wi-Fi hotspots and data sticks only	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Internet Plans are voice barred. For tablets, Wi-Fi hotspots and data sticks only.	No
G500MIVNZ	Government Simple Choice Mobile Internet 1GB		$10.00	16%	$8.40	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	1GB	1GB	No	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablets, Wi-Fi hotspots and data sticks only	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Internet Plans are voice barred. For tablets, Wi-Fi hotspots and data sticks only.	No
G2HMIVNZ	Government Simple Choice Mobile Internet 3GB		$20.00	16%	$16.80	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	3GB	3GB	No	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablets, Wi-Fi hotspots and data sticks only	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Internet Plans are voice barred. For tablets, Wi-Fi hotspots and data sticks only.	No
G4HMIVNZ	Government Simple Choice Mobile Internet 5GB		$30.00	16%	$25.20	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	5GB	5GB	No	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablets, Wi-Fi hotspots and data sticks only	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Internet Plans are voice barred. For tablets, Wi-Fi hotspots and data sticks only.	No
G8HMIVNZ	Government Simple Choice Mobile Internet 9GB		$50.00	16%	$42.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	9GB	9GB	No	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablets, Wi-Fi hotspots and data sticks only	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Internet Plans are voice barred. For tablets, Wi-Fi hotspots and data sticks only.	No
WSCA5GMBB	NASPO 5GB Mobile Internet		$38.50	16%	$32.34	$35.00	Activation Fee per line	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	5GB	No	N/A	N/A	High-speed	0.2	0.2	No	N/A	N/A	Yes	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	2 year contract required for new activations. Mobile Internet Plans are voice barred.	No
GOVPMRV5	GOV Per Min Rate Plan	No longer available		No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No
SCV100STG	GOV SmpCh VAL 100minUnlTxt+D	No longer available		No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No
FZLTUL2LP	2 Lines TMO ONE All In Promo		$100.00	0%	$100.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	N/A	N/A	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes and messaging •Unlimited 4G LTE device data •Simple Global (up to 128kbps) •Stateside International Unlimited Texting •Mobile Without Borders •All recurring taxes and fees included in MRC	No
BZBTV10	B2B UNL TT+D Classic		$10.00	0%	$10.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •No contract required •No activation fee •Add a line to an existing Classic Pooled account	No
SCCUTTB	BIZ Classic UNL TT+D		$40.00	0%	$40.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •International roaming included •Unlimited international text included.	No
6BFMPRM	BIZ FM UTT+ 6GB 2 Line Promo		$70.00	0%	$70.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	6GB	No	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Unlimited data. Speeds slow at GB allotment •Smartphone Mobile Hotspot. Speeds slow at GB allotment •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •For Smartphone and BB10 devices only.	No
10BFM2	BIZ FM UTT+10GB 2 lines Promo		$100.00	0%	$100.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Text Messaging •Mobile Without Borders •Business Customer Service	No
10BFM2LN	BIZ FM UTT+10GB 2 lines Promo		$100.00	0%	$100.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Text Messaging •Mobile Without Borders •Business Customer Service	No
10FMBZ2L	BIZ FM UTT+10GB for 2 lines		$120.00	0%	$120.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	10GB	No	N/A	N/A	4G LTE	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes and messaging •Unlimited data. Speeds slow at allotment •Smartphone Mobile Hotspot. Speeds slow at allotment •Data Stash up to 20GB •Simple Global •Stateside International Unlimited Text Messaging •Mobile Without Borders •Business Customer Service •For Smartphone and BB10 devices only.	No
10BFM4	BIZ FM UTT+10GB for 4ln Promo		$120.00	0%	$120.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Text Messaging •Mobile Without Borders •Business Customer Service	No
6BFM2L	BIZ FM UTT+6GB for 2 lines		$100.00	0%	$100.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	6GB	No	N/A	N/A	4G LTE	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Unlimited data. Speeds slow at GB allotment •Smartphone Mobile Hotspot. Speeds slow at GB allotment •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Business Customer Service	No
6BFM4L	BIZ FM UTT+6GB for 4 lines		$120.00	0%	$120.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	6GB	No	N/A	N/A	4G LTE	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Unlimited data. Speeds slow at GB allotment •Smartphone Mobile Hotspot. Speeds slow at GB allotment •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Business Customer Service	No
6FMBZ4L	BIZ FM UTT+6GB for 4 lines		$120.00	0%	$120.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	6GB	No	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Unlimited data. Speeds slow at GB allotment •Smartphone Mobile Hotspot. Speeds slow at GB allotment •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •For Smartphone and BB10 devices only.	No
U8FM2L	BIZ FM UTT+UNL for 2 lines		$140.00	0%	$140.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	14GB	No	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Business Customer Service •Unlimited high-speed data •Smartphone Mobile Hotspot. Speeds slow at GB allotment. •For Smartphone and BB10 devices only.	No
UBFM4	BIZ FM UTT+UNL for 4ln Promo		$150.00	0%	$150.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	14GB	No	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Text Messaging •Mobile Without Borders •Business Customer Service •Minimum 4 lines	No
NABFUTT2P	BIZ N.AmerTT+10GB ea 2 Lines		$100.00	0%	$100.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	10GB	No	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global (not available to SCNC) •Stateside International Unlimited Texting •Mobile Without Borders •Unlimited data. Speeds slow at 10GB •Data Stash •Smartphone Mobile Hotspot up to 10GB allotment •Domestic data roaming •Music Freedom Streaming •Minimum 2 lines with max of 10 lines •For Smartphone and BB10 devices only	No
NABFUTT4	BIZ N.AmerTT+10GB ea 4 Lines		$120.00	0%	$120.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	10GB	No	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global (not available to SCNC) •Stateside International Unlimited Texting •Mobile Without Borders •Unlimited data. Speeds slow at 10GB •Data Stash •Smartphone Mobile Hotspot up to 10GB allotment •Domestic data roaming •Music Freedom Streaming •Minimum 4 lines with max of 10 lines •For Smartphone and BB10 devices only	No
NAUTT10	BIZ N.AmerTT+10GB each10Lines		$240.00	0%	$240.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	10GB	No	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global (not available to SCNC) •Stateside International Unlimited Texting •Mobile Without Borders •Unlimited data. Speeds slow at 10GB •Data Stash •Minimum 10 lines •For Smartphone and BB10 devices only	No
NAUTT10P	BIZ N.AmerTT+10GB each10Lines		$260.00	0%	$260.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	10GB	No	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global (not available to SCNC) •Stateside International Unlimited Texting •Mobile Without Borders •Unlimited data. Speeds slow at 10GB •Data Stash •Smartphone Mobile Hotspot up to 10GB allotment •Domestic data roaming •Music Freedom Streaming •Minimum 10 lines •For Smartphone and BB10 devices only	No
ZNAUTT10	BIZ SC N.America TT+D 10Lines		$160.00	0%	$160.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Business Customer Service •10-19 lines	No
ZNAUTT20	BIZ SC N.America TT+D 20Lines		$310.00	0%	$310.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Business Customer Service •20-999 lines	No
ZNAUTT2	BIZ SC N.AmericaTT+D 2-10Line		$80.00	0%	$80.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Business Customer Service •2-10 lines	No
ZNAUTT1	BIZ SC North America TT+D		$50.00	0%	$50.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Business Customer Service	No
ZSCPUT10X	BIZ SC T&T 10lines incl NoAVD		$160.00	0%	$160.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Business Customer Service •10-19 lines	No
ZSCPUT1KX	BIZ SC T&T 1K lines NoAVD		$14,985.00	0%	$14,985.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Business Customer Service •999+ lines	No
ZSCPUT20X	BIZ SC T&T 20lines incl NoAVD		$300.00	0%	$300.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Business Customer Service •20-999 lines	No
ZSCP4UTXD	BIZ SC Ul TT+D Pool4-5 NO AVD		$100.00	0%	$100.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	3GB	N/A	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global (excludes Puerto Rico and SCNC versions) •Stateside International Unlimited Texting	No
BIZFUTTBD	BIZ SC UNL TT+D 2 lines incl.		$100.00	0%	$100.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes and messages •Simple Global •Stateside International Unlimited Texting	No

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BIZUTTP4	BIZ SC UNL TT+D 4 lines incl.	$100.00	0%	$100.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Requires minimum of 4 lines with maximum of 10 lines.	No
BIZUTTP6	BIZ SC UNL TT+D 6 lines incl.	$120.00	0%	$120.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Requires minimum of 6 lines with maximum of 10 lines.	No
ZSCUTT2XD	BIZ SC UNL TT+D NO AVD	$20.00	0%	$20.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •International roaming included. See Simple Global for details. •Unlimited international text included. See Postpaid Stateside International Calling and Texting features for details •No contract required •No activation fee	No
ZSCUTT5XD	BIZ SC UNL TT+D NO AVD	$50.00	0%	$50.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Business Customer Service	No
14BFM2LOC	BIZ SC UNL+14GB 2 line promo	$100.00	15%	$85.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	14GB	No	N/A	N/A	4G LTE	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Unlimited high-speed data with no speed reduction •Smartphone Mobile Hotspot (speeds slow at 14GB allotment) •Binge On •Domestic data roaming •Music Freedom	No
SCVUTTBIZ	BIZ SimpleChoice VAL Unl TT+D	$20.00	16%	$16.80	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •International roaming included. See Simple Global for details. •Unlimited international text included. See Postpaid Stateside International Calling and Texting features for details •No contract required •No activation fee •Data Stash (Data Stash eligible plan only)	No
ZSCPUT6XD	BIZSC Ul TT+D Pool6-10 NO AVD	$120.00	0%	$120.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global •Stateside International Unlimited Texting •Business Customer Service	No
UTTB2BSPR	Business UNL TT+D	$45.00	0%	$45.00	$35.00	Activation Fee per line	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Phones	N/A	N/A	N/A	N/A	N/A	N/A	•2 year contract required •Early Termination fee of $350 applies	No
EMB2B	Classic Talk Pooling Unlimited	$219.99 for first 5 lines/ $40/mo (each after line 5)	0%	(each after line 5)	$35.00	Activation Fee per line	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	2-year contract with minimum of 5 lines required.	No
EMB2BSL	Classic Talk Unlimited	$45.00	0%	$45.00	$35.00	Activation Fee per line	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$0.20	$0.20	No	N/A	N/A	Yes	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	2 year contract required for new activations. Mobile Internet Plans are voice barred.	No
GOVUTTP4	GOV SC UNL T&T 4 lines incl.	$100.00	16%	$84.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	2.5GB	No	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messaging •Simple Global (excludes Puerto Rico and SCNC versions) •Stateside International Unlimited Texting	No
GOV500MBW	GOV Wearable 500MB Separate#	$20.00	16%	$16.80	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	500MB	No	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Any wearable devices sold by T-Mobile	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes & messaging •Unlimited data with 500MB high-speed. Speeds slow after 500MB •Smartphone Mobile Hotspot. Speeds slow at MB allotment •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Music Freedom •Limited domestic data roaming	No
CLS100STG	GOVClassic100minUnlText+D	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No longer available	No
OKOGOV	Government	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No longer available	No
SLUGLU	Government Low Usage	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No longer available	No
GOVUNLV	Government Unlimited Voice	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No longer available	No
SCV300STG	GOVSmpChVAL300min+UNLText	$10.00	0%	$10.00	N/A	N/A	300	Unlimited	Unlimited	$0.25	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•300 Minutes Talk & Text •Unlimited Nights and Weekends •Unlimited T-Mobile to T-Mobile •Unlimited messaging •Simple Global	No
SCV600STG	GOVSmpChVAL600min+UNLText	$15.00	0%	$15.00	N/A	N/A	600	Unlimited	Unlimited	$0.25	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•600 Minutes Talk & Text •Unlimited Nights and Weekends •Unlimited T-Mobile to T-Mobile •Unlimited messaging •Simple Global	No
SCVDHUNSG	GOVSmplCh V Smt Phn UNL DOP	$35.00	0%	$35.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	Unlimited	N/A	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •Limited domestic data roaming •Simple Global •Stateside International Unlimited Text Messaging •Music Freedom •Unlimited high-speed data with no speed reduction •2GB SMHS included •SMHS slows once you reach the SMHS bucket limit (high-speed device data continues) •No domestic roaming for SMHS	No
GSA100	GSA 100 Minute Voice	$17.99	16%	$15.11	N/A	N/A	100	Unlimited	Unlimited	$0.10	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	400	N/A	N/A	$0.20	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•100 whenever minutes •Unlimited Mobile-to Mobile/Nights/Weekends •400 SMS	No
GSA400	GSA 400 Minute Voice	$27.99	16%	$23.51	N/A	N/A	400	Unlimited	Unlimited	$0.10	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	400	N/A	N/A	$0.20	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•400 whenever minutes •Unlimited Mobile-to Mobile/Nights/Weekends •400 SMS	No
GSA900	GSA 900 Minute Voice	$41.99	16%	$35.27	N/A	N/A	900	Unlimited	Unlimited	$0.10	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	400	N/A	N/A	$0.20	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•900 whenever minutes •Unlimited Mobile-to Mobile/Nights/Weekends •400 SMS	No
ZLINELINK	LineLink (e911 addr req'd) TE	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No
ZDGLNLKTE	LineLink TE @Work Ph service	$20.00	0%	$20.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Linelink	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes & messaging •Mobile Without Borders •Voicemail •Caller ID •Call Waiting, Forwarding & Hold •Conference Calling (Landline phone must have a merge or hold option to support this feature) •No data service (and none can be added)	No
ZM2M128T	M2M Business 128kbps with Text	$5.00	0%	$5.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	N/A	N/A	N/A	N/A	128kbps	500	N/A	N/A	N/A	N/A	No	Machine to Machine	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data •Voice barred •500 SMS •200mb domestic data roaming	No
MBB10SBB	MI On Demand Only	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Provide Mobile Internet Line only •On-demand data pass required to provide data service •This plan is not SMS/MMS compatible •No contract required •No activation fee.	No
PMC15M2MN	Monthly 15 NtsWkdsM2M	$59.99	0%	$59.99	N/A	N/A	1500	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•1500 Whenever Minutes •Unlimited Weekends •Unlimited Nights •Unlimited T-Mobile to T-Mobile	No
NAMI1GB	N.America MI 1GB Data	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	1GB	No	N/A	N/A	N/A	Unlimited	N/A	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data. Speeds slow at 1GB allotment •Unlimited messaging •Smartphone Mobile Hotspot. Speeds slow at GB allotment •Binge On optimized video (free streaming on 5GB plan only) •Music Freedom Streaming •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Limited domestic data roaming	No
NAMI5GB	N.America MI 5GB Data	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	5GB	No	N/A	N/A	N/A	Unlimited	N/A	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited data. Speeds slow at 5GB allotment •Unlimited messaging •Smartphone Mobile Hotspot. Speeds slow at GB allotment •Binge On optimized video (free streaming on 5GB plan only) •Music Freedom Streaming •Simple Global •Stateside International Unlimited Texting •Mobile Without Borders •Limited domestic data roaming	No
FUTTVNSMB	NACV MLPool UnlTT+D SmBiz	$80.00	0%	$80.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited Talk •Unlimited Messaging •No Annual Contract •No Activation Fee	No
NWTGTBSN	NW Basic Plus	$29.99	0%	$29.99	N/A	N/A	300	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•300 Whenever Minutes • Unlimited Weekend	No
NB300WE	NW Bus 300 Unl Wknd	$29.99	0%	$29.99	$35.00	Activation Fee per line	300	Unlimited	300	$0.35	N/A	$0.10	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	100	N/A	N/A	$0.20	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•300 Whenever, Wherever •Unlimited Weekends •300 T-Mobile-to-T-Mobile •100 Text Messages •1 year service agreement required for new activations.	No
NWGNTSN	NW Get More w/Nts	$39.99	0%	$39.99	N/A	N/A	600	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	• 600 Whenever Minutes • Unlimited Weekend	No
PMR150	PMR 150 Line Min	$9.99	0%	$9.99	N/A	N/A	$0.05 per mi	$0.05 per mi	$0.05 per mi	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$0.20	$0.20	No	N/A	N/A	N/A	Basic phones	N/A	N/A	N/A	N/A	N/A	N/A	•Pay per minute •No buckets. •$0.05 per minute usage charge (all call forwarding, domestic calls, domestic long distance, and roaming). •SMS available as pay-per-use. •Web available based on the web feature. •1 year service agreement needed for new activation.	No
ZMI100STX	SC 100GB Pooled MI	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Kbs	100GB	100GB	Yes	GB	$4.75	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•100GB Pooled data •Unlimited messaging •$4.75 per GB •Stateside International Unlimited Texting •Simple Global •Music Freedom (on any line participating in the data pool) •Smartphone Mobile Hotspot (up to full pool amount; regular per GB charge after) •Limited domestic data roaming included •Business Customer Service •Requires a minimum of 20 voice lines on Simple Choice Pooled Data plans with pooling data features.	No
ZMI1STB1X	SC 1GB for 100GB Pooled MI	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Kbs	1GB	1GB	Yes	GB	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•1GB Pooled data •Unlimited messaging •$4.75 per GB •Stateside International Unlimited Texting •Simple Global •Music Freedom (on any line participating in the data pool) •Smartphone Mobile Hotspot (up to full pool amount; regular per GB charge after) •Limited domestic data roaming included •Business Customer Service •Requires a minimum of 20 voice lines on Simple Choice Pooled Data plans with pooling data features.	No
UMI1STB	SC 1GB Pooled MI	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Kbs	1GB	1GB	Yes	GB	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •Includes 1 GB of data •Stateside International Unlimited Texting •Simple Global •Music Freedom (on any line participating in the data pool) •Smartphone Mobile Hotspot (up to full pool amount; regular per GB charge after) •Limited domestic data roaming included •Business Customer Service	No
ZMI1TBSTX	SC 1TB Pooled MI	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Kbs	1TB	1TB	Yes	GB	$4.25	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •$4.25 per GB •Stateside International Unlimited Texting •Simple Global •Music Freedom (on any line participating in the data pool) •Smartphone Mobile Hotspot (up to full pool amount; regular per GB charge after) •Limited domestic data roaming included •Business Customer Service	No
SCFUTTBD	SC FAM UNL TT+D 2 lines incl.	$100.00	0%	$100.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	Unlimited	N/A	N/A	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Phones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes and messages •Unlimited high-speed data •Simple Global •Stateside International Unlimited Texting	No
ZNA100SMI	SC N. America 100GB Pooled MI	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Kbs	100GB	N/A	Yes	GB	$4.75	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•100GB Pooled Data •Unlimited Messaging •$4.75 per GB overage •Requires a minimum of 20 voice lines on Simple Choice Pooled Data plans	No
ZN1S1CMI	SC NA 1GB for 100GB Pooled MI	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Kbs	1GB	1GB	Yes	GB	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •Includes 1 GB of data	No
ZNA100STX	SC NA T&T for100GB PooledData	$210.00	0%	$210.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	100GB	N/A	Yes	GB	$4.75	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•For the first 20 lines •Unlimited Talk and Text •$4.75 per GB •20 line minimum •Simple Global •Stateside International Unlimited Texting •Music Freedom (on any line participating in the data pool) •Smartphone Mobile Hotspot (up to full pool amount; regular per GB charge after. Exception: mid-cycle features) •Business Customer Service	No
ZSC100STX	SC T&T for 100GB Pooled Data	$200.00	0%	$200.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KBs	100GB	N/A	Yes	GB	$4.75	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•For the first 20 lines •Unlimited Talk and Text •$4.75 per GB •20 line minimum •Simple Global •Stateside International Unlimited Texting •Music Freedom (on any line participating in the data pool) •Smartphone Mobile Hotspot (up to full pool amount; regular per GB charge after. Exception: mid-cycle features) •Business Customer Service	No
SLCULTT25	Individual Talk & Text $25	$25.00	0%	$25.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited minutes •Unlimited messages •Simple Global •Stateside International Unlimited Texting •No contract (Un-Contract) or activation fee	No
SKCKUNLPP	Sidekick Unlimited Plus	$29.99	0%	$29.99	N/A	N/A	N/A	N/A	N/A	$0.25	$0.25	$0.25	N/A	N/A	Unlimited	N/A	N/A	N/A	N/A	2G & 3G	Unlimited	Unlimited	N/A	N/A	N/A	No	Sidekick	N/A	N/A	N/A	N/A	N/A	N/A	• 0 voice minutes (pay as you go) • Unlimited Color Sidekick Data • Unlimited Text Messages • Unlimited MMS	No
SMBZUNLV	Small Business Unlimited Voice + 400 SMS/MMS	$45.00	0%	$45.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	400	400	N/A	N/A	N/A	Yes	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited Whenever minutes • Unlimited nights & weekends • Unlimited call forwarding • Unlimited T-Mobile to T-Mobile • 400 SMS/MMS	No
SCVUTTSMB	Unlimited Talk and Text (single line)	$50.00	0%	$50.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes • Unlimited messaging • International roaming included. See Simple Global for details. • Unlimited international text included. See Postpaid Stateside International Calling and Texting features for details	No
SLUSUT	State of Utah	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No
GSYNFLEET	SyncUP Fleet @Work PS	$15.00	0%	$15.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	2GB	N/A	N/A	N/A	512 kbps speeds	N/A	N/A	N/A	N/A	N/A	No	SyncUP FLEETs	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited Data (512 kbps speed) •Unlimited SMS •Canada and Mexico roaming (all other Simple Global countries blocked) •Mobile Without Borders •Unlimited domestic roaming •Tethering is disabled •Voice barred •No HD video •No data passes	No
GSYNFLETE	SyncUP Fleet @Work PS TE	$15.00	0%	$15.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	2GB	N/A	N/A	N/A	512 kbps speeds	N/A	N/A	N/A	N/A	N/A	No	SyncUP FLEETs	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited Data (512 kbps speed) •Unlimited SMS •Canada and Mexico roaming (all other Simple Global countries blocked) •Mobile Without Borders •Unlimited domestic roaming •Tethering is disabled •Voice barred •No HD video •No data passes	No
ZSYNCFLTE	SyncUP FLEET @Work	$15.00	0%	$15.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	2GB	N/A	N/A	N/A	512 kbps speeds	N/A	N/A	N/A	N/A	N/A	No	SyncUP FLEETs	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited Data (512 kbps speed) • Unlimited SMS • Canada and Mexico roaming (all other Simple Global countries blocked) • Mobile Without Borders • Unlimited domestic roaming • Tethering is disabled • Voice barred • No HD video • No data passes	No
ZNADR2GB	SyncUP Drive Unlimited data w/ 2GB high-speed	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	2GB	N/A	N/A	N/A	High-speed	N/A	N/A	N/A	N/A	N/A	No	SyncUP FLEETs	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited device data (Speeds slow at GB allotment) • Unlimited Smartphone Mobile Hotspot (Speeds slow at GB allotment) • Optimized video streaming • Simple Global (up to 128kbps) • Mobile Without Borders • Music Freedom • Limited domestic data roaming	No
ZNAMI10GB	Simple Choice 10GB Mobile Internet w/ Data Stash & SMHS	$40.00	0%	$40.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	10GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited data (speeds slow at 10GB allotment) • Unlimited messaging • Smartphone Mobile Hotspot (speeds slow at 10GB allotment) • Data Stash up to 20GB • Binge On optimized video (free streaming for 6GB & higher plans only) • Domestic data roaming • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders • Music Freedom	No
ZDRTI2GB	SyncUP Drive Unlimited data w/ 2GB high-speed	$15.00	0%	$15.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	2GB	N/A	N/A	N/A	High-speed	N/A	N/A	N/A	N/A	N/A	No	SyncUP Drive	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited device data (Speeds slow at GB allotment) • Unlimited Smartphone Mobile Hotspot (Speeds slow at GB allotment) • Optimized video streaming • Simple Global (up to 128kbps) • Mobile Without Borders • Limited domestic data roaming • All recurring taxes and fees included in MRC	No
ZTM1TI	T-Mobile ONE for Business Single Line	$75.00	0%	$75.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes and messaging • Unlimited 4G LTE device data (must add a feature from the table above) • Simple Global (up to 128kbps) • Stateside International Unlimited Texting • Mobile Without Borders • All recurring taxes and fees included in MRC	No
ZTM1TI2	T-Mobile ONE for Business (2 lines)	$130.00	0%	$130.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes and messaging • Unlimited 4G LTE device data (must add a feature from the table above) • Simple Global (up to 128kbps) • Stateside International Unlimited Texting • Mobile Without Borders • All recurring taxes and fees included in MRC • Eligible for Netflix On Us! Exception: Single line plan.	No
ZTM1MIE	T-Mobile ONE Tablet for Business	$75.00	0%	$75.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited messaging and high-speed data • Unlimited 3G Smartphone Mobile Hotspot • Simple Global • Optimized video streaming at 480p • Stateside International Unlimited Texting • Mobile Without Borders • Domestic data roaming	No

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ZTM1TE	T-Mobile ONE Voice for Business		$75.00	0%	$75.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
ZUNLMTT	Unlimited Talk & Text Only Single Line		$20.00	0%	$20.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes and messaging (SMS & MMS) • Stateside International Unlimited Texting • Unlimited talk and text in Canada & Mexico • Voice & text in over 200 countries at Simple Global rates. • T-Mobile Tuesdays (Wi-Fi required to access) • GoGo Inflight (SMS all flight long; Wi-Fi 1 hour w/ unlimited flights/sessions) • All recurring taxes and fees included in MRC	No
FRZLTMIUL	T-Mobile ONE Tablet for Business		$75.00	0%	$75.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited messaging and high-speed data • Unlimited 3G Smartphone Mobile Hotspot • Simple Global • Optimized video streaming at 480p • Stateside International Unlimited Texting • Mobile Without Borders • Domestic data roaming	No
TIZLTMIUL	T-Mobile ONE Tablet for Business		$75.00	0%	$75.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited messaging and high-speed data • Unlimited 3G Smartphone Mobile Hotspot • Simple Global • Optimized video streaming at 480p • Stateside International Unlimited Texting • Mobile Without Borders • Domestic data roaming	No
ZLTWUNL	T-Mobile ONE Wearable for Business		$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	speeds up to 512 kbps	Unlimited	Unlimited	N/A	N/A	N/A	No	Wearable	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
ZTM1WRTE	T-Mobile ONE Wearable for Business		$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	speeds up to 512 kbps	Unlimited	Unlimited	N/A	N/A	N/A	No	Wearable	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited data (speeds up to 512 kbps) • Unlimited messaging • Optimized video streaming • Gogo in-flight 1 hour (unlimited flights/sessions) • Stateside International Unlimited Texting • Simple Global (up to 128kbps) • Mobile Without Borders • Limited domestic data roaming	No
FRZLTUNL	T-Mobile ONE Voice for Business Single Line		$75.00	0%	$75.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging, and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
FZLTULF2	T-Mobile ONE Voice for Business (2 lines)		$130.00	0%	$130.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging, and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
FZLTULFM2	T-Mobile ONE Voice for Business (2 lines)		$130.00	0%	$130.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging, and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
ZLTMIUNL	T-Mobile ONE Tablet for Business		$75.00	0%	$75.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited messaging and high-speed data • Unlimited 3G Smartphone Mobile Hotspot • Simple Global • Optimized video streaming at 480p • Stateside International Unlimited Texting • Mobile Without Borders • Domestic data roaming	No
ZLTULFM2	T-Mobile ONE Voice for Business (2 lines)		$130.00	0%	$130.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging, and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
ZLTUNL	T-Mobile ONE Voice for Business Single Line		$75.00	0%	$75.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging, and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
ZLTUNLFM9	T-Mobile ONE Voice (9 lines+)		$310.00	0%	$310.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging, and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
ZTMONE13	T-Mobile ONE Voice (13 lines+)		$325.00	0%	$325.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging, and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
ZTMUNL100	T-Mobile ONE Voice Single Line (100 lines+)		$25.00	0%	$25.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging, and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
GTMONE100	T-Mobile ONE for Government Single Line (100 lines+)		$29.00	16%	$24.36	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging, and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
GTMONE2	T-Mobile ONE for Government - 2 lines		$152.00	16%	$127.68	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging, and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
GTMONEPS	T-Mobile ONE for Government Single Line		$88.00	16%	$73.92	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging, and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
GTMONEPS2	T-Mobile ONE for Government - 2 lines		$152.00	16%	$127.68	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging, and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
GTMONP100	T-Mobile ONE for Government Single Line (100 lines+)		$29.00	16%	$24.36	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes, messaging, and high-speed data • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders	No
GMITM1	T-Mobile ONE Tablet for Government		$23.50	16%	$19.74	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited messaging and high-speed data • Unlimited 3G Smartphone Mobile Hotspot • Simple Global • Optimized video streaming at 480p • Stateside International Unlimited Texting • Mobile Without Borders • Domestic data roaming	No
GTM1MI	T-Mobile ONE Tablet for Government		$23.50	16%	$19.74	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited messaging and high-speed data • Unlimited 3G Smartphone Mobile Hotspot • Simple Global • Optimized video streaming at 480p • Stateside International Unlimited Texting • Mobile Without Borders • Domestic data roaming	No
GTMONEMI	T-Mobile ONE Tablet for Government		$23.50	16%	$19.74	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	52GB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited messaging and high-speed data • Unlimited 3G Smartphone Mobile Hotspot • Simple Global • Optimized video streaming at 480p • Stateside International Unlimited Texting • Mobile Without Borders • Domestic data roaming	No
TMTINTVBC	T-Mobile Total Internet Voice Barred Contract Rate Plan		$39.99	0%	$39.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	N/A	N/A	N/A	N/A	GPRS/Edge	N/A	N/A	N/A	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited GPRS Internet access • Standard personal My E-mail access (POP3 and IMAP) • Unlimited Wi-Fi (Hotspot) access • Unlimited EDGE	No
UTTCSMB	Small Business Classic Unlimited Talk & Text Single Line		$55.00	0%	$55.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	Yes	smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited nationwide minutes • Unlimited domestic messaging • Eligible for Business Extras • No contract renewal required for existing customers switching to this plan. • Bridge to Value eligible • Includes international roaming at no additional charge (as of 10/20/13). Refer to Simple Choice Goes Global Overview for details.	No
BIZWTTSMI	Business Wearable plan		$15.00	16%	$12.60	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	500MB	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Wearable	N/A	N/A	N/A	N/A	N/A	N/A	• Unlimited minutes • Unlimited messaging • Unlimited Data with 500MB high-speed. Speeds slow after 500MB • Smartphone Mobile Hotspot • Music Freedom Streaming • Domestic data roaming • Simple Global • Stateside International Unlimited Texting	No
GOV1PLUS	Add-on: T-Mobile ONE Plus Government		$15.00	16%	$12.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Smartphones	Add-on to T-Mobile ONE Voice for Government	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	•Unlimited 4G LTE device data •20GB 4G LTE mobile hotspot •Unlimited 3G mobile hotspot after 20GB (up to 600kbps) •Unlimited HD streaming passes (must be activated) •Simple Global—Unlimited 2G data at 2x speeds in 210+ destinations (up to 256kbps) •Mobile Without Borders—5GB 4G LTE device data in Mexico & Canada •Unlimited Gogo Inflight Wi-Fi (unlimited flights/sessions) •Name ID •Voicemail to Text •Unlimited domestic data roaming	Yes
ENTSMTP	Enterprise SMTP Messaging		$0.00	16%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Enterprise Messaging	Yes
ENTIPMSG2	Enterprise IP Messaging		$1.99	16%	$1.67	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Enterprise Messaging (501+ lines)	No
ENTIPMSG3	Enterprise IP Messaging		$2.99	16%	$2.51	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Enterprise Messaging (51-500 lines)	No
ENTIPMSG4	Enterprise IP Messaging		$3.99	16%	$3.35	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Enterprise Messaging (1-50 lines)	No
B2BSIP1	Enterprise Static IP Tier 1		$7.00	16%	$5.88	$500.00	One Time set up fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Line requirement 25-200	Yes
B2BSIP2	Enterprise Static IP Tier 2		$5.00	16%	$4.20	$500.00	One Time set up fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Line requirement 201-300	Yes
B2BSIP3	Enterprise Static IP Tier 3		$3.00	16%	$2.52	$500.00	One Time set up fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Line requirement 301+	Yes
B2BPAPN3	Enterprise Private APN Tier 1		$5.00	16%	$4.20	$2,500.00	One Time set up fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Line requirement 25- 500	Yes
B2BPAPN4	Enterprise Private APN Tier 2		$2.00	16%	$1.68	$2,500.00	One Time set up fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Line requirement 501+	Yes
B2BPAPN1	Enterprise Private APN Managed Tier 1		$7.00	16%	$5.88	$2,500.00	One Time set up fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Line requirement 25-500	Yes
B2BPAPN2	Enterprise Private APN Managed Tier 2		$3.00	16%	$2.52	$2,500.00	One Time set up fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Line requirement 501+	Yes
B2BPAPNMB3	Enterprise Private APN MI Tier 1		$5.00	16%	$4.20	$2,500.00	One Time set up fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Line requirement 25-500	Yes
B2BPAPNMB4	Enterprise Private APN MI Tier 2		$2.00	16%	$1.68	$2,500.00	One Time set up fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Line requirement 501+	Yes
B2BPAPNMB1	Enterprise Private APN MI Managed Tier 1		$7.00	16%	$5.88	$2,500.00	One Time set up fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Line requirement 25-500	Yes
B2BPAPNMB2	Enterprise Private APN MI Managed Tier 2		$3.00	16%	$2.52	$2,500.00	One Time set up fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Line requirement 501+	Yes
GOVFRUNL	Government First Responder Voice		$34.00	16%	$28.56	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Government First Responders eligible agencies only • Government First Responders rate plans with unlimited data remain among the highest-priority data plans on T-Mobile's network, no matter how much data is used. • Unlimited Talk & Text and high speed data • Unlimited domestic roaming • Not subject to the fair usage prioritization threshold • Optimized video streaming at 480p • 1GB of 4G LTE Smartphone Mobile Hotspot (Unlimited 3G after the bucket is used) • Stateside International Unlimited Texting • Simple Global • Mobile Without Borders (No cap) • Gogo in-flight 1 hour (unlimited flights)	Yes
GFRULDAT	Government First Responder Unlimited Data Feature		$0.00	16%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	Unlimited	N/A	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Government First Responders eligible agencies only • Government First Responders rate plans with unlimited data remain among the highest-priority data plans on T-Mobile's network, no matter how much data is used. • Unlimited Talk & Text and high speed data • Unlimited domestic roaming • Not subject to the fair usage prioritization threshold • Optimized video streaming at 480p • 1GB of 4G LTE Smartphone Mobile Hotspot (Unlimited 3G after the bucket is used) • Stateside International Unlimited Texting • Simple Global • Mobile Without Borders (No cap) • Gogo in-flight 1 hour (unlimited flights)	Yes
GOVFRMI	Government First Responder Mobile Internet		$28.50	16%	$23.94	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	Unlimited	N/A	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Tablets only	N/A	N/A	N/A	N/A	N/A	N/A	• Government First Responders eligible agencies only • Government First Responders rate plans with unlimited data remain among the highest-priority data plans on T-Mobile's network, no matter how much data is used. • Unlimited messaging and 4G LTE • Unlimited domestic roaming • Not subject to the fair usage prioritization threshold • Optimized video streaming at 480p • 1GB of 4G LTE Smartphone Mobile Hotspot (Unlimited 3G after the bucket is used) • Simple Global • Stateside International Unlimited Texting • Mobile Without Borders (No cap)	Yes
GOVFRHS	Government First Responder Hotspot		$40.00	16%	$33.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	Unlimited	N/A	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Mobile internet	N/A	N/A	N/A	N/A	N/A	N/A	• Government First Responders eligible agencies only • Government First Responders rate plans with unlimited data remain among the highest-priority data plans on T-Mobile's network, no matter how much data is used. • Unlimited high-speed data • Unlimited domestic roaming • Unlimited 4G LTE Mobile Hotspot • Simple Global • Mobile Without Borders with no 5GB cap • Unlimited streaming of video in HD (480p) • Unlimited mobile hotspot device data for first responders who need to provide the fastest possible internet access to multiple users in a mobile response team.	Yes
GOVFRLD	Government First Responder Voice - Limited Data		$15.00	16%	$12.60	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Government First Responders eligible agencies only • Government First Responders rate plans with unlimited data remain among the highest-priority data plans on T-Mobile's network, no matter how much data is used. • Unlimited talk and text • 2GB or 6GB of 4G LTE (speeds slow at allotment) • Unlimited domestic roaming • Optimized video streaming • Smartphone mobile hotspot (speeds slow at allotment) • Simple Global • Stateside International Unlimited Texting • Gogo in-flight 1 hour (unlimited flights) • Mobile Without Borders (Usage cap will match the data SOC chosen)	Yes
GFR2DATA	Government First Responder 2GB Data Feature		$0.00	16%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	2GB	N/A	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Government First Responders eligible agencies only • Government First Responders rate plans with unlimited data remain among the highest-priority data plans on T-Mobile's network, no matter how much data is used. • Unlimited talk and text • 2GB or 6GB of 4G LTE (speeds slow at allotment) • Unlimited domestic roaming • Optimized video streaming • Smartphone mobile hotspot (speeds slow at allotment) • Simple Global • Stateside International Unlimited Texting • Gogo in-flight 1 hour (unlimited flights) • Mobile Without Borders (Usage cap will match the data SOC chosen)	Yes
GFR6DATA	Government First Responder 6GB Data Feature		$15.00	16%	$12.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	6GB	N/A	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Smartphones	N/A	N/A	N/A	N/A	N/A	N/A	• Government First Responders eligible agencies only • Government First Responders rate plans with unlimited data remain among the highest-priority data plans on T-Mobile's network, no matter how much data is used. • Unlimited talk and text • 2GB or 6GB of 4G LTE (speeds slow at allotment) • Unlimited domestic roaming • Optimized video streaming • Smartphone mobile hotspot (speeds slow at allotment) • Simple Global • Stateside International Unlimited Texting • Gogo in-flight 1 hour (unlimited flights) • Mobile Without Borders (Usage cap will match the data SOC chosen)	Yes

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MA176-1 Attachment H

Field Name		Field Description
VENDOR		The awarded Contractor's name
VENDOR CONTRACT NUMBER		Lead State assigned contract number (using Lead State's numbering protocol)
STATE		State postal abbreviation code (Alaska = AK, Missouri = MO, etc.)
CUSTOMER TYPE (SEGMENT)		State Gov't, Education-K12, Education-HED, Local Gov't, Medical, Other - are acceptable segments. [determined by industrial practice for each contract - uniform for each contract]
BILL TO AGENCY		Customer (agency) Bill to name
BILL TO CITY		Customer (agency) Bill to city
INVOICE DATE		(mm/dd/ccyy)
PRODUCT DESCRIPTION		Product description of purchased product
CRU Lines		Commodity-level code based on UNSPSC code rules (8 Digits)
CRU Minutes		**Number of voice minutes used**
CRU Text		**Number of texts sent and received**
CRU Data		Amount of data used
CRU Gross Sales		**Gross Sales**
Equipment Lease		**Amount of monthly charges for leased equipment**
LIST PRICE/MSRP/CATALOG PRICE		uniform for each contract]
NASPO ValuePoint PRICE		NASPO ValuePoint Price- US Currency ($99999.999)
QUANTITY		Quantity Invoiced (99999.999)
TOTAL PRICE		Extended Price (unit price multiplied by the quantity invoiced) - US Currency ($999999999.999)
NASPO ValuePoint ADMIN FEE		Administrative Fee based on Total Price - US Currency ($999999.999)

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MA176-1 Attachment H

NASPO ValuePoint Cooperative Contract Detailed Sales Report

☐ No Quarterly Sales

Contractor: **Quarter:**

Vendor Name	Vendor Contract Number	State	Customer Type	Bill to Agency	Bill to City	Bill to State	Bill to Zipcode	Acct # or Customer #	Invoice Date	invoice #	Product Description	CRU Lines	CRU Minutes	CRU Text	CRU Data	monthly service cost	Equipment Lease/Rental Cost	Total cost (monthly service + lease/rental)	Admin Fee

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NASPO ValuePoint Cooperative Contract Detailed Sales Report

Contractor: Quarter:

Vendor Name	Vendor Contract Number	State	Customer Type	Invoice Date	IRU Lines	Total Cost	Admin Fee

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Carrier lists every plan in use under the NASPO contract, provides the quantity of the lines of service using each plan and provides basic details of the plan

Line Count	Plan #	Plan Description	Discount Eligibile	Access Cost Before Discount	Included in Plan						Notes
					Voice		Data		Text	subsidized	
					Minutes	Pooled	GB	Pooled	Qty	Device	
qty devices o this plan	if carrier has one		yes / no								

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MA176-1 Attachment I

Field Name		Field Description
VENDOR		The awarded Contractor's name
VENDOR CONTRACT NUMBER		Lead State assigned contract number (using Lead State's numbering protocol)
STATE		State postal abbreviation code (Alaska = AK, Missouri = MO, etc.)
CUSTOMER TYPE (SEGMENT)		State Gov't, Education-K12, Education-HED, Local Gov't, Medical, Other - are acceptable segments. [determined by industrial practice for each contract - uniform for each contract]
BILL TO NAME		Customer (agency) Bill to name
BILL TO ADDRESS		Customer (agency) Bill to address
BILL TO CITY		Customer (agency) Bill to city
BILL TO ZIPCODE		Zip code in standard 5-4 format [standard 5 digits is acceptable, formatted as a zip code]
SHIP TO NAME		Customer (agency) Ship to name
SHIP TO ADDRESS		Customer (agency) Ship to address
SHIP TO CITY		Customer (agency) Ship to city
SHIP TO ZIPCODE		Zip code in standard 5-4 format [standard 5 digits is acceptable, formatted as a zip code]
ORDER NUMBER		Vendor assigned order number
PO DATE (ORDER DATE)		(mm/dd/ccyy)
INVOICE DATE		(mm/dd/ccyy)
INVOICE NUMBER		Vendor assigned Invoice Number
PRODUCT DESCRIPTION		Product description of purchased product
UNSPSC		Commodity-level code based on UNSPSC code rules (8 Digits)
LIST PRICE/MSRP/CATALOG PRICE		List Price - US Currency ($99999.999) [determined by industrial practice for each contract - uniform for each contract]
NASPO ValuePoint PRICE		NASPO ValuePoint Price- US Currency ($99999.999)
QUANTITY		Quantity Invoiced (99999.999)
TOTAL PRICE		Extended Price (unit price multiplied by the quantity invoiced) - US Currency ($999999999.999)
NASPO ValuePoint ADMIN FEE		Administrative Fee based on Total Price - US Currency ($999999.999)
VAR/Reseller/Distributor		If a VAR/Reseller/Distributor, name of VAR/Reseller/Distributor and state where located
Energy Star Compliant		Yes = 1 No = 2 Energy Star Does not Apply = 0
Optional		More information

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MA176-1 Attachment I Award Category 2 Reporting Template

NASPO ValuePoint Cooperative Contract Detailed Sales Report

Contractor: Quarter: ☐ No Quarterly Sales

Vendor Name	Vendor Contract Number	State	Customer Type	Bill to Agency	Bill to Address	Bill to City	Bill to Zipcode	Ship to Agency	Ship to Address	Ship to City	Ship to Zipcode	Order Number	PO Date	Invoice Date	Invoice Number	Product Description	Quantity	UNSPSC Commodity	IRU or CRU	List Price/MSRP	NASPO ValuePoint Price	Total Price	Admin Fee	EPEAT	Energy Star Compliant

Need to match up with Green Language in RFP

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Provider lists each Make / Model of equipment sold and the quantity sold of each.

Quantity Sold	Equipment/ Accessory Type	Part Number	Manufacturer	Model	Discount Eligibile	List Price	Notes
					yes / no		

to be taken
from category
2 cost sheet
examples:
- smart phone
- tablet
- case
- etc …

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MA176-1 Wireless Voice, Data and Accessories
Attachment J Award Category 3 Reporting

Vendor list Service or Product in use under the NASPO ValuePoint contract, provides the quantity of users for each and the total spend for each application

Subcategory	Vendor Contract Number	State	Customer Type	Bill to Agency	Bill to City	Bill to State	Bill to Zipcode	Acct # or Customer #	Invoice Date	invoice #	Service / Application Name	Quantity of Systems	Quantity of Users or endpoints	# users in largest system	Total Spend
3A, 3 B, 3C, etc...															

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MA176-1

Attachment L

Wireless Data, Voice and Accessories

Network Technology Questionnaire

Network Technology Questionnaire

REDACTED VERSION

The following section requests a description of the characteristics of the networks that you will be using to provide the services covered by award Category 1 of this RFP. To understand the infrastructure and context in which your services will be offered, we ask that you please describe your existing networks, technologies, and plans.

1. 4G Cellular Services

Describe the current status and plans for your 4G LTE and earlier generation wireless voice/data technologies.

1. Current 4G network coverage across the U.S.

   T-Mobile Response: Since 2015, T-Mobile USA, Inc. ("T-Mobile") has more than tripled our LTE coverage. We now cover more than 323 million people and we're working to increase our LTE coverage to 325 million by the end of 2018.

2. Major planned enhancements for these and earlier generation networks in light of the deployment of 5G-based services

   T-Mobile Response: in April 2017, T-Mobile purchased more than $8 billion of 600 MHz spectrum from the Federal government. T-Mobile will dedicate part of the new 600 MHz spectrum we just won to LTE and then part to 5G nationwide. T-Mobile is the first company to commit to building a nationwide 5G network. In addition to the 600 MHz band, we have 200 MHz of spectrum in the 28/39 GHz bands covering nearly 100 million people in major metropolitan areas and an impressive volume of mid-band spectrum to deploy 5G in as well. This positions T-Mobile to deliver a 5G network that offers BOTH breadth and depth nationwide. As 5G standards are defined, chipsets are

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delivered, and equipment comes to market, we expect to be 3GPP certified and be able deploy 5G on clean spectrum – without any re-farming dependency – which means we can light it up and roll it out quickly. We'll expect all this to begin in 2019 and target 2020 for a full nationwide rollout.

3. Voice Quality Performance Target/Guarantee:
    a. Mean Opinion Score (MOS) rating for voice calls

T-Mobile Response: T-Mobile is measuring Mean Opinion Score (MOS) for Voice traffic but we do not currently report on this regularly. The primary metrics we rely on for benchmarking customer experience with voice are Dropped Call Rate and Network availability, noted in the other responses.

    b. Dropped Call Percentage

T-Mobile Response: T-Mobile relies on an extensive system of network performance tools to assess network reliability and performance. Network performance statistics are monitored and noted degradations are addressed. The specific metrics are confidential, however, the network is engineered to a better than 2% call failure rate (drops, blocking, etc.).

    c. What improvements do you expect with the introduction of VoLTE and Wideband Voice?

T-Mobile Response: Over 85% of our calls are carried as Voice over LTE (VoLTE) and Wideband Voice has been deployed since 2016.

4. Broadband Data Performance Expectations/Guarantees:
    a. Uplink/ Downlink Data Rates (Peak, Sustained, Cell Edge)

T-Mobile Response:

4G LTE Network (On-Device):

- Download speeds: Typically between 7 – 40 Mbps, with peaks up to 90 Mbps and minimum expected speeds of less than 0.1 Mbps
- Upload speeds: Typically between 4 – 20 Mbps, with peaks up to 35 Mbps and minimum expected speeds of less than 0.1 Mbps
- Latency: Typically between 30 – 55 ms

4G LTE Network (Via Smartphone Mobile HotSpot/Tethering, for Plans Including 4G LTE Tethering):

- Download Speed: Typically between 3 – 25 Mbps, with peaks up to 90 Mbps and minimum expected speeds of less than 0.1 Mbps
- Upload Speed: Typically between 2 – 10 Mbps, with peaks up to 35 Mbps and minimum expected speeds of less than 0.1 Mbps
- Latency: Typically between 30 – 55 ms

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b. Latency

T-Mobile Response: Based on analysis and projections from third-party, crowd-sourced data and subject to the factors described above and below, T-Mobile expects T-Mobile-branded customers with broadband-capable devices and qualifying service will experience the following speeds and latency on our 4G LTE network. These ranges are projections based on roughly the 25th and 75th percentiles of network tests. For speeds, peak speeds represent the 99th percentile of network speed results:

T-Mobile constantly works to improve network performance on its 4G LTE network and to pursue advanced and next-generation technologies and services. The above ranges are representative of current service plans. You may occasionally experience speeds outside the ranges included in your plan.

In recent years, T-Mobile has aggressively built out its LTE network so nearly all of our customers have regular access to LTE speeds. In those rare instances where customers are not able to receive an LTE signal, T-Mobile provides non-LTE connections (2G, 3G, and 4G HSPA+) in many areas. Non-LTE connections are used by the small percentage of our customers still using non-LTE devices or, in limited cases, when customers with LTE devices are unable to connect to the LTE network. Based on internal and crowd-sourced testing, we expect T-Mobile-branded customers with broadband-capable devices during non-LTE sessions to typically experience average download speeds of 1.5 Mbps, average upload speeds of 230 Kbps, and latency between 60 and 180 ms. The typical customer experience on T-Mobile's non-LTE network is good for streaming audio, email, and web browsing.

5. Mobile E911 Technology
   a. Technology employed?

T-Mobile Response: America's national 9-1-1 calling system is designed to make sure that there is a nationwide, seamless communications infrastructure for reaching emergency services across the United States where T-Mobile has coverage + Puerto Rico. Wireless carriers and legacy phone companies must meet specific standards for 9-1-1 calling – as established by the Federal Communications Commission (FCC). T-Mobile's network handles more than 47 million 911 calls every year – that's more than 130,000 emergency calls every day. T-Mobile leads the wireless industry in advancing the use of new location technologies to improve accuracy, whether the caller is indoors or outdoors. T-Mobile was first in the industry to leverage successful commercial device-based hybrid (DBH) location solutions to improve 9-1-1 location accuracy for both iOS and Android handsets. T-Mobile can provide precise location for text-to-911 instead of just a cell sector centroid estimate provided by other carriers. T-Mobile is fully committed to establishing the National Emergency Address Database (NEAD) that will provide directly actionable 'Dispatchable Locations' for first responders – consisting of a validated civic address with supplemental information such as floor/unit number for multistory buildings. T-Mobile was the first wireless carrier to complete 'First Functional Testing' of Dispatchable Location in the FCC Indoor Test Bed. The NEAD Dispatchable Location solution is expected to become available for 9-1-1 callers during 2019.

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b. Location Accuracy?

T-Mobile Response: Current FCC regulations require either Dispatchable Location or X/Y location within 50 meters (164 feet) for 50% of all wireless 9-1-1 calls. This accuracy requirement increases to 70% of all wireless 9-1-1 calls by April 2020, and to 80% by April 2021. T-Mobile is staying well ahead of these minimum accuracy benchmark requirements, as demonstrated in the Industry Indoor Test Bed, and continues to evaluate new and emerging location technologies as they become available. T-Mobile is also at the forefront of evaluating systems capable of estimating a 9-1-1 caller's vertical location in multistory buildings and will provide this additional information as required by the regulations.

c. Indoor versus outdoor accuracy?

T-Mobile Response: The state-of-the-art location solutions utilized by T-Mobile can produce highly accurate location estimates for 9-1-1 callers indoors and outdoors. Complementary location technologies like Assisted GPS and WiFi-based positioning are combined to perform well in each environment. While outdoors, wireless devices benefit from Global Positioning Satellite (GPS) technology and cell tower triangulation to assist with location accuracy. GPS and cell tower signals can be blocked or diminished by building structures, resulting in reduced location accuracy while indoors. T-Mobile has deployed support for enhanced indoor location accuracy by connecting to the National Emergency Address Database (NEAD), which can map Wi-Fi access points to street addresses that emergency responders can be dispatched to.

d. Compliance with February 2015 FCC Mandates

T-Mobile Response: T-Mobile is compliant with FCC regulations concerning provision of E911 services. T-Mobile employs a network-based technology to deliver E911. All T-Mobile voice-enabled devices are E911 capable.

e. Technology Plans/Expectations/Timeframes

T-Mobile Response: T-Mobile is geared to be a leader in Next Generation 911 (NG911). NG911 will enhance the 911 system to create more efficient, more flexible and resilient systems to keep up with technology used by the public. NG911 will enable emergency reporting via text, images, video and data. T-Mobile has been the industry leader in WiFi calling and over-the-top communications platforms, e.g., DIGITS. WiFi calling allows consumers to make 9-1-1 calls when not connected to a wireless macro network or in areas where there is no macro wireless coverage. DIGITS is an innovative platform that allows for 9-1-1 calls from devices that might not be able to make voice calls otherwise, e.g., tablets. We are also the industry leader in implementing Real-Time-Text (RTT), allowing greater access to 9-1-1, especially for the speech and hearing impaired.

T-Mobile partnered with Apple in 2015 and more recently with Google to enable device based hybrid location technology for 911 calls, which enables wireless devices to send

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precise location information when 911 calls are made. This provides faster location sensing and improved location accuracy.

T-Mobile has deployed technology that allows the mapping of Wi-Fi access points and Bluetooth beacons, indoors and outdoors, to street addresses where emergency services responders can be dispatched.

2. Network Reliability, Disaster Recovery and Business Continuity

Describe your overall disaster preparedness plan, the steps you have taken to safeguard your internal and exposed assets, and the types of services and response we can anticipate in the event of an emergency or a disaster.

1. Describe your overall approach to network hardening, including physical security for exposed assets, redundant links to cell sites, and internet-initiated threats.

T-Mobile Response:

A. An Overview

Our team of certified Business Continuity professionals is responsible for documenting and developing enterprise standards, processes, and policies for all business continuity and disaster recovery needs throughout T-Mobile. This team supports business continuity planning and defines enterprise tools and methodologies. Such consistency enhances T-Mobile's overall planning and resumption efforts.

Business Continuity Plans are housed in a centralized online repository, accessible to employees in the office and remotely through a web browser. Additionally, hard copies of plans are available at multiple sites. All Engineering personnel have been trained on these highly-detailed emergency operations plans, and T-Mobile has tiered response teams providing local support needs via enterprise-wide resources.

B. A Network That's There for You

We have portable generators, cell-on-wheels ("COW"), and transport vendors on standby in every market nationwide. This allows us to quickly move generators from point-to-point in response to an emergency. Cell sites are equipped with battery back-up — plus a permanent generator or generator hook-up. In the event of a momentary or extended power failure, Mobile Switching locations have emergency backup power. They're protected by FM 200 or Pre-action Dry Fire Systems, and they also maintain spare equipment inventory for all critical network elements.

T-Mobile's Wi-Fi Calling can be extremely helpful during a disaster recovery. It leverages the protocol IP Multimedia Subsystem/Session Initiation Protocol ("IMS/SIP"), and allows full voice and data functionality when a user is connected to Wi-Fi with Internet access. This let users take advantage of Wi-Fi enabled devices and existing internet infrastructure as a backup to traditional cellular towers.

We have multiple Network Operation Centers ("NOC") for geographic separation in the event of a regional disaster. NOCs are manned 24 hours a day, 7 days a week, and 365 days a year. All service-affecting elements in the networks are either fault tolerant or fully redundant. Critical nodes, such

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as Signaling Transfer Points ("STP") and Service Control Points ("SCP"), are deployed redundantly and geographically diverse. All members of the various T-Mobile Emergency Response and Crisis Management Teams are equipped with Wireless Priority Service ("WPS"), Government Emergency Telecommunication Service ("GETS") and Satellite phones.

C. Emergency Readiness: Government Coordination

Before, during and after a catastrophe, we coordinate with local and state officials, Homeland Security, State EOCs and the FCC. We approach coordinated response on several fronts:

- Various T-Mobile departments have established relationships with Federal, State and Local government agencies and officials to facilitate response to events in affected areas.
- Our Government Affairs team actively coordinates the Company's response activities with the appropriate government officials.
- Our Engineering team has dedicated resources to report operational outages to the Federal Communications Commission on a regular basis.
- We participate in State and Local drills of all varieties. Drills are conducted at the market, regional, and national levels to test readiness and reinforce emergency procedures.
- We provide "Priority Network Access" to public safety officials, emergency first responders, and others in need.
- We provide cell phones and wireless service to fire and police departments.
- T-Mobile monitors evacuation efforts and routes and take steps to increase wireless capacity in those priority areas (shelters, transport hubs, arenas, etc.).

D. Additional Resources for if Disaster Strikes

T-Mobile offers a variety of support options that can provide flexibility and functionality during disasters. They include multiple messaging solutions, mobile internet and e-mail, international services, and online account management.

We're proud of our response and flexibility with catastrophic situations — always placing our customers as our top priority. For example, we were particularly responsive during the recent hurricanes, Harvey, Irma, and Maria.

E. Tiered Support: Getting Customers the Right Help

T-Mobile has a tiered support structure for its offerings. Typically, a customer will contact Customer Care for initial assistance with all types of voice or data issues. The Customer Care representative then troubleshoots the specific issue.

Our tiered response teams provide support to local response needs via enterprise-wide resources. This helps us to maximize resource availability and reduce response time. T-Mobile owns a highly redundant, nationwide Asynchronous Transfer Mode ("ATM") backbone, over which its services (Wi-Fi, GPRS, EDGE, 3G, 4G, and LTE) are routed. Our NOCs, Switches, and Data Centers all have redundancy systems.

If the problem is determined to be a wireless data issue, the call will be routed to our Wireless Data Group ("WDG") for resolution. The WDG will work to resolve the problem. Should the issue require escalation to the next tiered level of Support, WDG will take ownership of the problem, and work

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with the next level of support to provide a resolution in a timely manner. For network issues or Wireless Data Services for device software, WDG will bring in Level 3 Network Engineering.

2. What are you greatest challenges in terms of recovery in the event of extensive damage throughout an extended area, and how do you address them?

T-Mobile Response: The 2017 hurricane season was unrelenting, with three significant back-to-back storms pounding multiple states/islands and leaving behind tremendous devastation. 2018 is also expected to be more active than usual so T-Mobile is planning ahead and getting customers information they may need to be storm-ready.

Advance Preparations
We're always monitoring storm activity and if we see the potential for impact, we'll be ready. T-Mobile sets up an engineering command center near the expected area of impact and deploys rapid-response teams that is ready to help minimize potential interruptions to wireless service. In addition, T-Mobile's Network Operation Centers (NOCs) closely manage network traffic and coordinate response after an event, like in the aftermath of a hurricane.

In Florida and Puerto Rico, areas that are often hardest-hit by tropical storms and where Hurricanes Irma and Maria wreaked havoc last year, T-Mobile engineers have doubled the number of permanent generators and added infrastructure to hundreds of towers. Also, more vehicles are in place throughout the impacted area to enable a faster response once it's safe for engineers to make repairs.

Recovery Efforts
Even with our extensive advance preparations, service interruptions could happen, particularly if there are power outages. Once recovery efforts can begin after an event, T-Mobile deploys equipment, supplies and disaster experts to all affected areas. Emergency equipment includes portable generators, fuel trucks, Cell On Wheels (COWs), Cells on Light Trucks (CoLTS), fuel and diesel trucks and other vehicles.

3. Describe the types and amounts of back-up batteries, generators, COWs/GOATs and other deployable assets you maintain, and how long a period of disruption you anticipate in your planning.

T-Mobile Response:
Reliable, Resilient & Redundant Network
We maintain an organized, integrated, suite of disaster response and recovery plans & procedures, teams, emergency options, equipment and supplies in every geographic area in which T-Mobile provides service. T-Mobile has made significant investment into network redundancy, reliability and resiliency. For times when impacts are unavoidable, we have fleets of emergency equipment such as cell site backup generators, fuel tanks, microwave technology equipment, Cells-on-Wheels (COWs) and other equipment across the country to facilitate quick recovery. We will continue to invest at all levels to ensure service continuity & quick recovery.

Preparation & Response to a disaster event.
Before a disaster strikes the Engineering organization will:

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- Analyze storm conditions for anticipated landfall and condition
- Top off fuel and test back-up generators
- Have portable generators, Cell-On-Wheels (COWs) and Cell -On-Light-Truck, (COLTS) on standby nationwide
- Establish a command center that will mobilize teams of technicians and engineers as soon as conditions permit
- Create staging areas for incoming equipment
- Obtain security as needed to protect personnel and assets
- Have Emergency Teams on stand-by from neighboring cities
- Coordinate with local and state officials, Department of Homeland Security, FEMA, State EOCs and the FCC
- Monitor evacuation efforts and routes and take steps to increase wireless capacity in those priority areas (shelters, transport hubs, arenas, etc...)
- Maintain contracts with fueling vendors nationwide to support recovery needs within 24-48 hours

During and after the actual event, whether earthquake, hurricane or tornado, the Engineering organization will:

- Deploy portable generators and COWs
- Provide Wireless Priority Service to public safety officials, emergency first responders, and others that have subscribed
- Set-up WiFi calling and charging stations

Speed of deployment to a disaster site

Highly detailed emergency operations plans have been created and implemented nationwide and all engineering personnel have been trained. T-Mobile has tiered response teams providing support to local response needs via enterprise-wide resources. This assists us in maximizing resource availability and reducing response time.

3. 5G Cellular Services

Describe your deployment plans for 5G network coverage across the U.S.

1. Expected Role of 5G in your overall network architecture.
   We would like to understand where 5G "fits" in your overall network strategy. For example, do you see 5G as:
   a. A wholesale upgrade for 4G LTE services in the wide area,
   b. A high-capacity local distribution solution for a 4G wide area network,
   c. Some combination of the two,
   d. A fixed wireless solution for business or residential Internet access,
   e. Something else entirely?

T-Mobile Response: Why 5G? Quite simply, 5G brings lower-latency. That means faster response-times for all your applications. But it's about more than just speed. Like massively increased battery life. And an exponential leap in the number of connections you can handle simultaneously — unlocking all kinds of amazing new applications.

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We expect to see a whole new class of applications and solutions that will be built for nationwide 5G. Ultimately, it will allow today's applications to just work better and faster. As with prior network innovations, we can't fully imagine all of the new applications that will emerge. But emerge they will.

- Imagine Augmented Reality heads-up displays that see everything you do, and provide you with real-time, cloud-driven information about the people and objects around you.
- Imagine an earpiece that provides natural language translations in real-time as a friend speaks to you at natural-speed in any language.
- Imagine never losing anything ever again because you can embed low-cost sensors with decade long battery life — then imagine how everything being trackable affects thefts!
- Imagine environmental sensors embedded in the infrastructure — mixed into the asphalt on new smart highways that intelligently route traffic, update road signs, notify road crews when repairs are required and emergency services when accidents occur!

2. Please provide the fundamental strategy you are following for deploying 5G technologies going forward.

T-Mobile Response: As 5G standards are defined, chipsets are delivered, and equipment comes to market, we expect to be 3GPP-certified and able deploy 5G on clean spectrum — without any re-farming dependency — which means we can light-it-up and roll-it-out quickly. We'll expect all this to begin in 2019 and target 2020 for a full nationwide rollout.

We may make projections and statements about the future performance of the Company, which are based on current expectations and assumptions. Please consider the risk factors included in our most recently filed Annual Report on Form 10-K that could cause our actual results to differ materially from those in the forward-looking statements.

3. Timetable and total percent of 5G coverage in each state.

T-Mobile Response: In September 2018, we have announced that we lit up 600 MHz (Band 71) Extended Range LTE in 1,254 cities and towns in 36 states, including the island of Puerto Rico. Our furiously paced deployment of 600 MHz LTE is expanding network coverage and capacity, particularly in rural areas, and lays the foundation for nationwide 5G in 2020 with 5G-ready equipment. While we cannot disclose an exact timetable and total percent of 5G coverage in each state at this time, we will be more than happy to reveal 5G coverage as it becomes available.

4. Proposed Channel Sizes (in MHz) for macro area and small cell deployments

T-Mobile Response: Aggressive deployment of 600 MHz in Q2 2018, augmenting existing low-band capabilities on 700 MHz. T-Mobile owned an average of 110 MHz of spectrum nationwide. The spectrum comprises an average of 31 MHz in the 600 MHz band, 10 MHz in the 700 MHz band, 29 MHz in the 1900 MHz PCS band and 40 MHz in the AWS band.

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5. Frequency Band(s) to be used and primary applications for each.

T-Mobile Response: T-Mobile is aggressively rolling out small cells throughout the country. This technology provides high performance, high capacity, indoor and outdoor LTE coverage. It supports three standards (LTE, 3G and Wi-Fi), 10 frequency bands and up to 300 Mbps LTE with carrier aggregation. The flexibility, cost-effectiveness and performance in just a tablet-sized footprint allow us to place it closer to where our customers need it most.

6. Pricing Model: Will 5G usage be metered and priced the same rates as 4G voice and data usage or will premium pricing be applied?

T-Mobile Response: 5G usage will be priced at the same rates as 4G voice and data usage.

4. VoLTE and Wideband Cellular Voice Services

Describe your plans for Voice over LTE (VoLTE) and Wideband voice services.

1. Current level of VoLTE deployment and ongoing plans

T-Mobile Response: T-Mobile was the first carrier to launch VoLTE in the United States and the entirety of our LTE footprint supports VoLTE. VoLTE is T-Mobile's primary technology for delivering voice service to the vast majority of our Customers. As T-Mobile's LTE footprint grows, it all offers VoLTE support. T-Mobile continues to expand its capacity through the refarming of existing spectrum and implementation of new technologies including Voice over LTE ("VoLTE"), Carrier Aggregation, 4x4 MIMO, 256 Quadrature Amplitude Modulation ("QAM"), and License Assisted Access ("LAA"). VoLTE comprised 83% of total voice calls in Q2 2018, compared to 80% in Q1 2018 and up from 72% in Q2 2017. Moving voice traffic to VoLTE frees up spectrum and allows for the transition of spectrum currently used for 2G and 3G to 4G LTE. T-Mobile is leading the U.S. wireless industry in the rate of VoLTE adoption.

2. Wideband Voice (AMR-WB) Availability

T-Mobile Response: T-Mobile is on the leading edge of technology to improve the quality of voice services. T-Mobile was first to launch HD Voice (AMR-WB) in the US on its network since 2013 on its UMTS and LTE network. Additionally, T-Mobile was the first carrier in the US to support the Enhanced Voice Services (EVS) codec. The performance of this codec is superior to AMR-WB and is even utilized on the VoLTE wireless connection for all mobile to land line calls (for capable devices).

3. User device availability

T-Mobile Response: T-Mobile offers (and supports) a wide array of devices that support both the AMR-WB/HD Voice codec and the EVS codec.

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4. Wideband Voice Interoperability:
   - Between Mobile Carriers
   - Mobile Carrier-to-PBX/UC Platform
   (i.e. compatibility with wideband voice devices using G.722 or other wideband codecs)

T-Mobile Response:

- When on T-Mobile VoLTE and Wifi Calling:
  - EVS codec is used end to end for TMUS mobile to mobile calls
  - EVS codec is used for calls to other mobile/landline carriers (but is transcoded upon exiting T-Mobile's network)
  - T-Mobile supports AMR-WB/HD Voice (G.722.2) interoperability with:
    - AT&T is supported today
    - Verizon is planned (undergoing lab validation)
    - Sprint is under consideration
- When on T-Mobile GSM/UMTS: AMR-WB(G722.2) is supported for in network mobile to mobile calls only

5. Circuit Switched Fallback Included?

T-Mobile Response: For devices that support LTE data, but not VoLTE, T-Mobile supports circuit switch fallback to UMTS and GSM across its LTE footprint. (note: Low-band LTE (600/700MHz) capable devices on T-Mobiles network will not attach in low-band only coverage areas unless they support VoLTE)

6. Describe your overall pricing model for VoLTE services (e.g. Will wideband voice be offered at the same price as existing voice calling services?).

T-Mobile Response: VoLTE services are included in our voice rate plans at no additional charge.

7. As "voice" has essentially becomes additional "data traffic" with VoLTE, indicate the likelihood you will be offering internet-like all-data plans that support all traffic types as opposed to plans that distinguish voice, data and text services.

T-Mobile Response: T-Mobile is open to opportunity to discuss future offerings of internet-like all data plans as they become available if in our roadmap during our quarterly business review.

5. IoT Cellular Network Services

Describe what you currently have and plan to introduce in the way of network services specifically geared toward Internet of Things (IoT) applications.

1. List all IoT-Focused Transport Services (e.g. NB-IoT, LTE Cat M1, etc.) Offered and Planned

T-Mobile Response: T-Mobile is building the network of the future, today. From the NB-IoT network that launched this year to the 5G network we're primed to deploy, we've created a range of network solutions that provide coverage and reliability when and where you need it.

- 5G – We're uniquely positioned to deploy a 5G network across multiple bands.

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- NB-IoT – Our national NB-IoT network provides features to extend battery life, and authenticated LTE communication.
- CAT-1 – With efficient low and high-power bands, you get significant power at a low cost.
- 4G LTE – Our network connects your devices and applications virtually everywhere you go.

2. Performance Expectations (For each service offered):
   - Uplink/Downlink Data Rates (Peak, Sustained, Cell Edge)
   - Maximum Transmission Range
   - Expected Latency
   - Frequency Band(s) Employed

T-Mobile Response: Performance of IoT is determined by both the device type (3GPP Category) and the network capability.

Technology	Frequency Bands	Data Rates	Latency	Max Range
4G LTE	B4/B66 (AWS) B2 (PCS) B12 (700) B71 (600)	America's Fastest LTE Network (both UL & DL)	America's Lowest Latency LTE Network	Full extent of LTE coverage
CAT-1	B4/B66 (AWS) B2 (PCS) B12 (700) B71 (600)	DL Up to 10Mbps UL up to 5Mbps (CAT-1 device limits)	America's Lowest Latency LTE Network	Full extent of LTE coverage
NB-IoT	B4/B66 (AWS) B2 (PCS) B12 (700) B71 (600) (2019)	DL 30kbps Peak DL 15Kbps Typical UL 30Kbps Peak UL 15kbps Typical	1-5sec typical	Full extent of LTE coverage

3. General Deployment Plans and Targeted Availability

T-Mobile Response: T-Mobile has nationwide support today for 4G LTE, LTE CAT-1, and NB-IoT. NB-IoT is planned to be extended to 600MHz in 2019.

4. General Pricing Model(s) and Alignment To Minimize Cost with Specific Application Use Cases

T-Mobile Response: T-Mobile has the most aggressive IoT pricing in the US, with service fees starting at $6/yr/device for NB-IoT and modules starting at just $5. Details at: https://iot.t-mobile.com/

6. RCS Cellular Messaging Services

Describe your current and planned deployments of Rich Communications Services (RCS) Service.

1. Planned/Deployed?

T-Mobile Response: Rich Communication Services provided enhanced messaging like group chat, videos, gifs, file and location sharing and more. T-Mobile was first to launch RCS in the US in July

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2015, and now every Android device we sell comes with it. More than 30 million T-Mobile customers send over 250 million RCS messages EVERY DAY across our network.

We designed the T-Mobile LTE Network to be "Data Strong" specifically to support the next era of device-to-device collaboration. But we didn't stop there - we've continued to innovate and enhance the experience for customers.

2. Extent of Coverage

T-Mobile Response: RCS services are currently available on Android devices in the same areas T-Mobile's nationwide LTE Network covers and also when these devices are connected to Wi-Fi. Currently in the industry, Android OS is the primary platform for RCS while other OEMs and application developers have taken a proprietary route for collaboration, built for either specific devices or specific apps.

3. List of Features Offered

T-Mobile Response: T-Mobile RCS services has been at RCS ver. 6.x and features include picture messaging, Real-time session status, Advanced Messaging, and native video calling integrated with the devices' built-in dialer. To support these features, enhanced additional storage capability (up to 10 MB) is available on each RCS session.

4. Supported devices

T-Mobile Response: RCS services is supported on all our LG, Samsung, Alcatel, Motorola, Pixel from Google, and select other T-Mobile Android devices with latest Android OS software.

5. Expectations for user adoption going forward

T-Mobile Response: T-Mobile has seen significant growth in RCS adoption and traffic since launching RCS 5.3 services 2015, and we anticipate a rapid increase (multi-basis point growth) of RCS adoption in the future. In 2018 and beyond, T-Mobile is now working with a new standard known as Universal Profile 1.0. Universal Profile 1.0 will allow for easy inter-carrier communications and greater storage capability as noted in the chart:

Features	Advanced Messaging	Universal Profile 1.0
"Is Typing" status	Yes	Yes
Read and Delivered status	Yes	Yes
File size limit	Up to 10MB	Up to 100MB
Group chat size limit	20 participants	100 paricipants
Group chat subject	No	Yes
Group chat icon	No	Yes
Group Administrator	No	Yes
Messaging between carrier (Carrier interoperability)	No	Yes*

**Universal Profile 1.0 support is designed to work across different wireless providers as soon as they're ready to support it and interconnect with T-Mobile.*

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7. Indoor Cellular Services

Describe your primary strategies addressing coverage problems in indoor or other difficult to service locations, and the type of support you can provide to our buyers in addressing these issues.

1. General technology approaches (e.g. DAS, small cells, indoor repeaters, VoWiFi, etc.) for different environments (Small office, large office building, campus, sports arena, etc.)

T-Mobile Response: In buildings with limited coverage, our team will be proactive with enhancing signal strength. We will request a site visit for an in-building evaluation. We will work closely with you to determine the solution and timeframe for completion of the project. We offer several options to enhance in-building coverage including, but not limited to:

- CelFi RS3 Signal Repeaters for low coverage areas
- LTE CellSpot
- Distributed Antenna System ("DAS") deployments: A DAS network is made up of base station connected by fiber optic cable to a group of antennas placed remotely in outdoor and indoor locations. DAS networks share and receive signals with remote nodes simultaneously, creating a single large cell. DAS systems can also be shared by multiple carriers and support multiple frequencies. DAS can be scaled depending on the size of the venue and are typically deployed in spaces with a larger footprint.

T-Mobile also supports Wi-fi Calling on many of our smartphone offerings to extend our coverage. One of the best things about T-Mobile Wi-Fi Calling is that it's so simple to use. You don't need to activate anything or download a special app. Just connect to any available Wi-Fi network, check that Wi-Fi Calling is enabled on your Wi-Fi capable smartphone, and make a call (or send a text, email, etc.) as you normally would.

Our engineers have continued to deliver quality and user-experience enhancements through Wi-fi Calling. We have the deep technical knowledge and close partnerships with device manufacturers to deliver the Wi-Fi call quality that customers have come to expect from the Un-carrier.

Benefits of Wi-Fi Calling:

- Make calls over any open Wi-Fi network
- Avoid international roaming charges when travelling internationally
- Extend coverage in places such as basements of homes and buildings

2. Process by which states request assistance with special coverage issues.

T-Mobile Response: For any installations where inadequate coverage is identified, T-Mobile will evaluate potential coverage improvements and present options to you using the following process outline.

1. T-Mobile will visit the site to measure signal strength and note areas within the facility designated by customer as being of critical importance (command, etc.).
2. The venue and supporting data are presented to T-Mobile leadership team for approval.
3. A plan to address the venue is put together

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   a. The solution will take into account the specifics of the location, such as size, building construction, etc. Site and building plans are reviewed and used to establish a design.
   b. Solutions may include several options - from a DAS to a microcell or pico solution - taking into account the number of existing and expected users, the balance of usage (voice/data devices), and any site-specific installation or design requirements.
4. The proposal is presented to the Customer for discussion and modified as needed.
5. An In-Building Coverage agreement is sent to the Customer for execution.
6. Upon execution of In-Building Coverage agreement, T-Mobile will work with the Facility Management to put together a project plan, including drawings, access, timelines, and any other issues identified that may impact the construction process.
   a. Locations may require additional Site-License or Lease negotiations, zoning permits, etc. that may impact the installation timeline.
7. Equipment is installed, tested, and brought on-air.

3. Availability of guidance regarding suitability of specific solutions to particular applications, known tradeoffs, regulatory issues (e.g. retransmission rights), and potential interference with existing Wi-Fi or other unlicensed networks in operation.

T-Mobile Response: T-Mobile recognizes that State and Municipal properties may have limitations and requirements before RF modification or new structures are designed. Modern Cellular communications improvements will be designed with the requesting organization's needs, and with the facilities distinct architectural and regulatory framework in mind.

4. Special support services regarding coverage problems that will be available to NASPO ValuePoint users under this contract

T-Mobile Response: Highly-trained US-wide engineers are tasked and equipped with coverage analysis tools to correctly identify areas of greatest need and use this information to build custom solutions designed to provide an optimum coverage experience.

8. Cellular Services on Unlicensed Bands

Describe your overall plans for use of unlicensed frequency bands in providing your service, and how you intend to handle problems arising from customer private networks that are also using those channels.

1. Frequency bands being considered

T-Mobile Response: T-Mobile has already been rapidly deploying License-Assisted Access (LAA) in the 5.0 GHz spectrum. This is in addition to Carrier Aggregation capability across the 4 LTE frequencies T-Mobile provides service in today.

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2. Planned applications for each band (e.g. Macro network, small cells, VoWiFi, etc.)

T-Mobile Response: T-Mobile has rapidly deployed License-Assisted Access for LTE-U and in over 300 cities in the US, leveraging both Small cells and conventional Mobile infrastructure

UL Frequency Band	Current use	Future plans
LTE-U Unlicensed (20 MHz in the 5.0 GHz range)	LAA/ LTE-U	LAA & all technologies

3. What level of problems do you anticipate regarding interference problems created through your use of unlicensed channels that might be occupied by WLANs or other private wireless systems?

T-Mobile Response: T-Mobile anticipates limited to no interference on Unlicensed LTE-U and LAA capability generally. LAA was developed cooperatively with the 3GPP specifically to address concerns about interference. This because LAA has the prioritization function to minimize interference with other traffic in shared spectrum space. Source: *FierceWireless 2/12/2018*

4. How will users buying under this contract be notified that a system using unlicensed frequencies will be deployed in their facility and what steps will you be taking to ensure against interference with existing networks using those same unlicensed bands (e.g. Wi-Fi, Other 2.4 G/5GHz deployments)

T-Mobile Response: Our current strategy for LAA and LTE-U is to deploy with small cells primarily. This means, just as with larger cell sites, agreements for fixtures and leasing where necessary are negotiated and access to network access is available. T-Mobile will communicate directly with organizations whose coverage requirement include use of Unlicensed spectrum.

9. Use of Wi-Fi in Cellular Services

Describe how you use Voice/Data/Text over Wi-Fi, the nature of the Wi-Fi services you would use, how the decision is made to use Wi-Fi versus cellular, and the impact Wi-Fi use will have on billable traffic.

1. Do you offload traffic onto Wi-Fi Networks?

T-Mobile Response: Unless the device is connected to a Wi-Fi AP, all data goes through T-Mobile's network. The users must either manually connect their phone to an AP or save the Wi-Fi AP to automatically connect when the AP is in range.

2. Indicate the approximate percentage of Wi-Fi usage for your total wireless network traffic over the following types of Wi-Fi networks:

T-Mobile Response:

- Wi-Fi Networks built and maintained by you- Voice 0% Data 0%
- Wi-Fi Networks from certified 3rd Party Providers (e.g. Boingo, Cable Companies, etc.) Voice N/A% Data N/A %
- Customer Wi-Fi Networks Voice N/A % Data N/A %
- Any open and available Wi-Fi network Voice N/A % Data N/A %

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3. How is the service choice made to use cellular versus Wi-Fi, and which Wi-Fi network to choose if there are multiple options available?

   T-Mobile Response: The selection criteria for using Wi-Fi-preferred or Cellular preferred connectivity varies by device and organization IT policy. For example, the factory settings on Apple devices with iOS 12 default to cellular-preferred in the United States but may prefer Wi-Fi overseas depending on Enterprise permissions and mobile rate plan.

4. Are any of the following traffic types sent over Wi-Fi charged against the user's service plan?
   - Voice?
   - Data?
   - Text (SMS/MMS)?

   T-Mobile Response:
   - Voice? No
   - Data? No per-unit charge, but draws against monthly usage depending on service plan.
   - Text (SMS/MMS)? No.

10. Public Safety Wireless Priority Service (WPS) - For Bidders Offering Public Safety Services

Describe your ability to provide Wireless Priority Service (WPS) voice services for State employees with critical job duties and responsibility for responding to disaster/emergency events.

1. Describe the general mechanism by which the network will prioritize WPS user calls (e.g. Will public network voice calls in progress be terminated to allow WPS calls to be connected?)

   T-Mobile Response: T-Mobile is a Wireless Priority Service ("WPS") provider, a program managed via the Department of Homeland Security ("DHS"). T-Mobile follows all DHS guidelines for granting WPS access to qualified lines of service. Access to WPS is vetted and approved outside of T-Mobile by DHS and a subcontractor, General Dynamics Information Technology ("GDIT") in collaboration with the NASPO's official Point of Contact. Once a user's line is approved, GDIT sends the approval for the appropriate WPS SOC to be added to the user's line. This process and the T-Mobile WPS service is similar to WPS from all other WPS carriers. T-Mobile is in the final stages of an enhancement to WPS service that enables it to work over T-Mobile's VoLTE service.

   While there are priority management rules for WPS, there are no circumstances where public network voice calls would be terminated in favor of other call types including WPS. Any WPS subscriber who places a WPS call will be admitted with priority over non WPS subscribers. Per FCC rules for all WPS providers, no public network voice call will be terminated. In the T-Mobile network resources required for voice call are never observed congested to the level when public call termination will be required.

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2. Can public safety officials disable calling for the general public to ensure WPS access for first responders?

   T-Mobile Response: Disablement of general public calling is not possible as WPS is structured today under DHS definitions. T-Mobile does have the capability to automatically bar access by regular users in congested cell site situations, including those situations which may arise during emergency response situations. In the case of congestion T-Mobile network will automatically reduce load from public by temporary barring cells.

   It is important to note that during the 2017 Hurricane season Operational reporting revealed that no T-Mobile site's radio resources ever became congested for voice bearers to the point where triggering a ban of general users was necessary.

3. What happens when a base station or other network element becomes overloaded with WPS calls?

   T-Mobile Response: Priority will be given to WPS callers based on Priority Level. T-Mobile network is over dimensioned to the level when total WPS usage is just a very small percentage of capacity.

4. Define the range of devices supported.

   T-Mobile Response: WPS rules are supported on phone/devices using any and all T-Mobile frequencies today.

5. Does the service operate on 2G, VoLTE, or both?

   T-Mobile Response: WPS rules are supported on all T-Mobile RAN technologies including 2G, 3G/UMTS (still available on T-Mobile) and VoLTE.

6. Do you provide enhanced reporting to public safety agencies regarding WPS availability, dropped calls, performance, etc.

   T-Mobile Response: Government organizations under NASPO may obtain this type of reporting upon request.

7. Describe the type of back-up and recovery measures that are included as part of WPS.

   T-Mobile Response: With VoLTE as the primary access, Circuit-switched voice on 3G/UMTS and 2G is available in back-up situations. T-Mobile offers this backup to Public Safety organizations "on the fly". Meaning, no user intervention or device settings need to be modified to have calls access the circuit-switched technologies on T-Mobile.

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8. Do you have the ability to augment coverage/capacity with deployable assets during events/disasters?

   T-Mobile Response: T-Mobile regularly deploys COWs/ CoLTs and other mobile coverage assets in cases when circumstances and planned/unplanned events require additional cellular coverage capacity on short notice.

9. Detail levels of user priority defined and procedures required in applying for and initiating WPS for a user.

   T-Mobile Response: WPS is not defined by the US mobile carriers. We support all 5 levels defined registration is done through DHS. T-Mobile follows DHS procedure by providing bulk enrollment process as well as user initiation. DHS dictates the levels of priority and assigns the priority during application for WPS to be provisioned to an individual line of service. Any DHS approved organization has an assigned Point of Contact (POC) at that organization. The POC is responsible for ensuring the subscriber applying for WPS is eligible prior to submitting to DHS. DHS confirms or denies the submission, and if in the case of approval sends that approval to the wireless carrier to provision the line of service with WPS.

10. Confirm your ability to activate equipment and WPS within 24 hours after request in the event of a State of Disaster/Emergency.

    T-Mobile Response: End-users already enrolled in WPS, can get expedited (2-4 hours) service activated on a new or secondary device. The intervals for new users or new accounts is dependent on DHS operations to fulfill. T-Mobile's will work with any DHS approved agency to expedite the activation and provision WPS during an event such as this.

11. National Broadband Public Safety Networks (NPSBNs) - For Bidders Offering Public Safety Services

Describe your plans for deploying FirstNet or FirstNet-like (i.e. National Broadband Public Safety Network) solutions for providing priority data and video service to State employees with critical job duties and responsibility for responding to disaster/emergency events.

Describe your plans for deploying FirstNet or FirstNet-like (i.e. National Broadband Public Safety Network) solutions for providing priority data and video service to State employees with critical job duties and responsibility for responding to disaster/emergency events.

Service Overview

1. Will the priority NPSBN service operate over a fully separate radio access (RAN) and evolved packet core (EPC) network, and if not, what elements will be shared with the public wireless network. Are those plans expected to change in the foreseeable future?

   T-Mobile Response: Please see Protected Business Confidential version.

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2. In shared network elements, describe the specific mechanisms by which public safety traffic will be prioritized over other public network traffic in both wireless and wired portions of the network.

   T-Mobile Response: Please see Protected Business Confidential version.

3. Describe the range of capabilities available to support Quality of Service (QoS) for different classes of public safety traffic (e.g. voice, video, PTT/MCPTT, priority data, best effort data, background data, etc.), and what modifications would be required on end user devices or servers to mark traffic so that it would be assigned to the correct QoS priority level.

   T-Mobile Response: Please see Protected Business Confidential version.

4. What radio frequency band(s) will your public safety service be operating on? Are there plans to change or expand that list?

   T-Mobile Response: Please see Protected Business Confidential version.

5. At any point do you plan to offer a physically separate public safety RAN (please provide your definition of "physically separate") using Band 14, and will public safety officials have the ability to preempt access to those radio network resources from the general public in the event of an emergency or disaster?

   T-Mobile Response: Please see Protected Business Confidential version.

6. Describe the availability of compatible end devices for your public safety services and identify any potential changes to your network offering (e.g. migration to Band 14) that would require device upgrades, and the scale of those upgrades (e.g. New SIM, Other hardware update, device replacement, etc.).

   T-Mobile Response: Please see Protected Business Confidential version.

7. Does this page from the FirstNet Web Site https://www.firstnet.com/devices represent the complete list of FirstNet Certified Compatible devices?

   T-Mobile Response: Please see Protected Business Confidential version.

8. Describe what happens when all public network traffic has been preempted and the network becomes overloaded with public safety traffic.

   T-Mobile Response: Please see Protected Business Confidential version.

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Service Offerings and Performance Guarantees/Expectations

9. Voice Telephony: What are you plans, timetables and proposed technologies to offer wireless voice telephony services on your public safety network, and will it be carried with appropriate QoS?

   T-Mobile Response: Please see Protected Business Confidential version.

10. Video: What are you plans, timetables and proposed technologies to offer wireless video services on your public safety network, and will it be carried with appropriate QoS? As video calls may be originated from a laptop, how will the user signal to the network that this is a video call so that appropriate QoS handling can be applied?

    T-Mobile Response: Please see Protected Business Confidential version.

11. Broadband Data Performance Expectation/Guarantee:
    - How many levels of priority data services (e.g. Critical, High Priority, Best Effort, Background Data, etc.) will be offered, and how will user devices signal to the network the QoS level that should be applied to each session?
    - Uplink/Downlink Data Rates (Peak, Sustained, Cell Edge) and Latency for each QoS level supported.
    - Impact on network performance in Network Overload Conditions

    T-Mobile Response: Please see Protected Business Confidential version.

12. Text: Describe the text capability that will be offered with your NPSBN, specify if it is separate from the public SMS/MMS service, the typical and maximum message delivery delay, and any particular features it provides for public safety users.

    T-Mobile Response: Please see Protected Business Confidential version.

13. PTT: Describe the capabilities of your current push-to-talk (PTT) service including interface to existing LMR systems.

    T-Mobile Response: Please see Protected Business Confidential version.

14. MCPTT: Describe you plan and timetable for introducing Mission Critical PTT (MCPTT) services:
    - Overall plans and timetables
    - Additional features to be provided with MCPTT
    - Availability of direct peer-to-peer wireless device connectivity.
    - Ability of MCPTT devices to continue to operate on a direct peer-to-peer basis if the cellular base station is disabled.
    - Please describe what functions or capabilities would be lost in the event that the service cell site becomes inoperable.

    T-Mobile Response: Please see Protected Business Confidential version.

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Service Level Agreements

15. Is there a specific, defined SLA for public safety customers? If so, please describe in detail.

T-Mobile Response: Please see Protected Business Confidential version.

Interoperability

16. Describe the level of interoperability between your solution and other cellular-based NPSBNs, FirstNet or other, for:
    a) Voice Telephony (When Offered): Will public safety priority and QoS traffic classes be maintained for calls passing between different carriers' networks?

    T-Mobile Response: Please see Protected Business Confidential version.

    b) Video Service: Will public safety priority and QoS traffic classes be maintained for video connections passing between different carriers' networks?

    T-Mobile Response: Please see Protected Business Confidential version.

    c) Broadband Data: Describe how public safety priority and QoS traffic classes will be maintained for traffic passing between different carriers' networks?

    T-Mobile Response: Please see Protected Business Confidential version.

    d) Text: Will NPSBN text services interoperate with users on other NPSBNs, and what other text services (e.g. SMS/MMS/RCS, Apple Messages, WhatsApp, etc.) can it exchange messages with.

    T-Mobile Response: Please see Protected Business Confidential version.

    e) PTT: Describe interoperability between PTT users served on different carriers' networks, including stations that are in the same broadcast group.

    T-Mobile Response: Please see Protected Business Confidential version..

    f) MCPTT: Describe interoperability between MCPTT users served on different carriers' services, including stations that are:
        - Communicating through their cellular base station
        - Communicating directly with one another (through Proximity Services)
        - In the same broadcast group.

    T-Mobile Response: Please see Protected Business Confidential version.

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Network Management and Control

17. Does the vendor support a separate 'Portal' for public safety users?

    T-Mobile Response: Please see Protected Business Confidential version.

18. Does the vendor provide the ability for public safety customers to monitor network performance in real-time and a mechanism to communicate directly with network operations personnel during times of crisis?

    T-Mobile Response: Please see Protected Business Confidential version.

19. Will government agencies have the ability to totally preempt public network voice/data/text traffic on shared elements in extreme circumstances to ensure public safety users maintain network availability at all times?

    T-Mobile Response: Please see Protected Business Confidential version.

Security, Reliability and Hardening Measures

20. Describe the security measures and standards employed for both traffic and control messages on both wired and wireless portions of the network.

    T-Mobile Response: Please see Protected Business Confidential version.

21. Describe the overall network hardening for public safety services, and approach to meeting NPSTC public safety grade standards. Including but not limited to: battery backup, backup generator, redundant backhaul, etc.

    T-Mobile Response: Please see Protected Business Confidential version.

22. Does the vendor have the ability to augment coverage/capacity with deployable assets during events/disasters?

    T-Mobile Response: Please see Protected Business Confidential version.

23. How would public safety or other government agency requests for those deployable assets be prioritized over public network services in an emergency or disaster situation?

    T-Mobile Response: Please see Protected Business Confidential version.

24. Does the vendor support local agencies purchasing their own cellular equipment to 'turn up' additional capacity when/where needed.

    T-Mobile Response: Please see Protected Business Confidential version.

DocuSign Envelope ID: CB963A55-DA9B-4FEF-8EF1-A4061175D1CC

User Classification, Authorization and Onboarding

25. Detail classes of user priority defined and procedures required in applying for and initiating public safety priority service for a user as well as the mechanism for device provisioning and management in both day-to-day operations and during critical incidents.

    T-Mobile Response: Please see Protected Business Confidential version.

26. Describe the process for a user to use his/her personal mobile device to access the public safety network services if required.

    T-Mobile Response: Please see Protected Business Confidential version.

27. Confirm your ability to activate equipment and priority data/video services within 24 hours after request in the event of a State of Disaster/Emergency.

    T-Mobile Response: Please see Protected Business Confidential version.

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NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

DATE: _____

ATTN: Chris Jennings
NASPO ValuePoint Contract Administrator

RE: NASPO ValuePoint Master Service Agreement # (the "Contract") with _____("Contractor")

Dear Mr. Jennings:

Action Requested:

Contractor requests to add the product(s) and/or service(s) referenced in this document (collectively, the "Products") to the Contract.

Action Log: _____Verify Log is attached

PRODUCTS:

PRODUCT OVERVIEW:

Provide a summary of the product you are requesting to add. Attach any product brief to this document.

Describe how the product falls with the Scope of the Master Agreement:

_____
_____
_____
_____

NEW PRODUCT TERMS AND CONDITIONS. Attach any Terms and Conditions that apply to this product (such as ULA, Policy, Product Terms and Conditions). Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations. Any third-party product provider must agree to the Master Agreement Terms and Conditions.

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NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

BILLING

Any Product added to the NASPO ValuePoint Master Agreement must be billed by the Master Agreement Contractor and not by any third party.

COST:

Include a cost matrix to include NASPO ValuePoint contract pricing.

DocuSign Envelope ID: CB963A55-DA9B-4FEF-8EF1-A4061175D1CC

NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

APPROVAL:

Upon signature, NASPO ValuePoint approves the addition of the product(s) and/or service(s) referenced herein to the Contract.

Upon signature, Contractor assures that all product(s) and/or service(s) referenced herein meet the terms and conditions of the Contract and understands that NASPO ValuePoint reserves the right to audit Contractor for compliance in accordance with the terms and conditions of the Contract. NASPO ValuePoint also reserves the right (a) to request additional information with respect to the product(s) and/or service(s) throughout the life of the Contract if in the best interest of NASPO ValuePoint.

Contract Vendor:

BY: _____

NAME: _____

TITLE: _____

DATE: _____

NASPO ValuePoint

BY: _____

NAME: _____

TITLE: _____

DATE: _____

DocuSign Envelope ID: CB963A55-DA9B-4FEF-8EF1-A4061175D1CC

NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request

ACTION LOG

Submit updated Action Log with each Request. Log must provide history of previous requests.

CONTRACT VENDOR:_____

Contact Name and Email (for questions):_____

DATE:_____

DATE SUBMITTED	ACTION REQUESTED:	DATE APPROVED

DocuSign Envelope ID: CB963A55-DA9B-4FEF-8EF1-A4061175D1CC

MA176-1

Attachment S

Wireless Data, Voice and Accessories

Security Disclosure Statement

A. Purchasing entities are concerned about the security and privacy of information and data related to the performance of this contract. The type of data and information transmitted, stored and processed by the products and services will vary based on the purchasing entities requirements. As a result, it is not possible to establish a single set of of security requirements all products and services awarded under this contract must meet. Each purchasing entity purchasing from this contract will determine which products and services have the appropriate cyber security and data controls in place to meet their specific needs. To assist public entities each offeror must submit a Security Disclosure Statement with their proposal.

B. To qualify for any award under this contract, the Offeror must submit a Security Disclosure Statement addressing all of the elements listed below.
   i. In responding, Offeror must address not only the security mechanisms used by the bidder and its direct subsidiaries, but any partners, subcontractors or other 3rd parties who would be involved in implementing, operating, or in any way coming into contact with the service
   ii. Offeror must represent and warrant the accuracy and currency of the information on the completed statement. Offerors are encouraged to complete and submit both exhibits to Attachment D to their proposal.

C. Security Disclosure Statement information required. Offeror shall describe all policies, procedures, measures, methods, certifications and standards the offered product and/or service has in place to protect the purchasing entities security and privacy of information and data involved in the performance of this contract for each numbered statement below. Description responses shall also include;
   i. If for the specific product or service offered, the numbered security statement is not appropriate because it does not as a matter of accepted

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security practice related to the product or service offered, the offeror shall indicate in a statement that it is not applicable and briefly explain why.

ii. If the specific product or service offered does not comply with the the numbered statement, the offer shall indicate, "does not comply.

1) Methods and measures taken to hold, protect, and dispose of data during and following completion of any contract services. Include how access to a Purchasing Entity's user accounts or data will not be allowed, except in the course of data center operations, response to service or technical issues, as required by the express terms of the Master Agreement, the applicable Participating Addendum, and/or the applicable Service Level Agreement.
2) Security measures to secure and protect the confidentiality of information and data that is obtained, created, stored, transmitted, processed or otherwise held or managed by the product or service during the performance of all work related to performance of this contract. Include all data confidentiality standards and practices that prevent the exposure to unauthorized personnel, but also managing and reviewing access that administrators have to stored data.
3) Data encryption methods and standards in place to encrypt data at rest and in transit. This includes but is not limited to, encryption standards employed to protect data in transit over either wired or wireless (e.g. cellular, Wi-Fi, or other), and how that might change over the life of the contract.
4) Measures to protect Information about the cost, type, quantity and location of state communications facilities, system assets, plans, procedures, contract information, billing information and other information identified as sensitive by the purchasing entity related to the performance of all work under this contract.
5) Risk and policy management and enforcement measures in place to protect the security of physical assets and information.
6) How distributed access is controlled and managed across IT assets, including data, applications, networks and platforms within the solution.
7) Security management in place to secure data and applications, including threats from outside the service center as well as other customers co-located within the same service center.
8) Describe the logging process including:
    a. The types of services and devices logged, b. The event types logged, and
    c. The information fields will be made available to the authorized Purchasing Entity if requested in their PA after award of the master agreement.
9) Security Technical Reference Architectures are in place regarding Offerors employees who have access to sensitive data.

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11) An itemized list of all cyber security standards and, security certifications in place that the products and service offered comply with to ensure appropriate controls and data confidentiality are in place, as well as those in process at time of response. Specifically include HIPAA, FERPA, CJIS Security Policy, PCI Data Security Standards (DSS), IRS Publication 1075, FISMA, NIST 800-53, NIST SP 800- 171, FIPS 200 and FedRAMP (Moderate, High) if they apply. Include detailed response on how security standards and certifications will be maintained and updated to meet best practices for maintenance and operations.
12) A detailed list of all third-party attestations, security credentials and certifications, and reports relating to data security, integrity, and other controls in place.
13) NIST Cybersecurity Framework, April 16, 2018,Version 1.1 https://doi.org/10.6028/NIST.CSWP.04162018: Describe how the offeror is prepared to utilize the NIST Cybersecurity Framework for Turnkey Internet of Things, Other Turnkey Wireless, Applications and Services (Category 3) and Wireless Transport Options (Category 4) as may be implemented by the Purchasing Entity, which may include, but is not limited to:
    a. Convey the purchasing entities' cyber security requirements,
    b. Identify Functions, Categories, Subcategories, and Informative References that describe specific cybersecurity activities will provide in the Offerors's system, products or services under contract with the Purchasing Entity,
    c. Communicate cyber security requirements through Cyber Supply Chain Risk Management (SCRM), and
    d. Other cybersecurity risk management activities of Offeror's system, products or services under contract with the purchasing entity.

14) NIST Cybersecurity Framework, Table 2 Framework Core: For each subcategory of the all 15 Categories of the NIST Cybersecurity Framework, list the specific standards and certifications, the products or services offered comply with at the time or your proposal. Categories Include:
    a. Asset Management (ID.AM): The data, personnel, devices, systems, and facilities that enable the organization to achieve business purposes are identified and managed consistent with their relative importance to organizational objectives and the organization's risk strategy.
    b. Business Environment (ID.BE): The organization's mission, objectives, stakeholders, and activities are understood and prioritized; this information is used to inform cybersecurity roles, responsibilities, and risk management decisions.
    c. Governance (ID.GV): The policies, procedures, and processes to

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manage and monitor the organization's regulatory, legal, risk, environmental, and operational requirements are understood and inform the management of cybersecurity risk.

d. Risk Assessment (ID.RA): The organization understands the cybersecurity risk to organizational operations (including mission, functions, image, or reputation), organizational assets, and individuals.
e. Risk Management Strategy (ID.RM): The organization's priorities, constraints, risk tolerances, and assumptions are established and used to support operational risk decisions.
f. Supply Chain Risk Management (ID.SC): The organization's priorities, constraints, risk tolerances, and assumptions are established and used to support risk decisions associated with managing supply chain risk. The organization has established and implemented the processes to identify, assess and manage supply chain risks.
g. Identity Management, Authentication and Access Control (PR.AC): Access to physical and logical assets and associated facilities is limited to authorized users, processes, and devices, and is managed consistent with the assessed risk of unauthorized access to authorized activities and transactions.
h. Awareness and Training (PR.AT): The organization's personnel and partners are provided cybersecurity awareness education and are trained to perform their cybersecurity related duties and responsibilities consistent with related policies, procedures, and agreements.
i. Data Security (PR.DS): Information and records (data) are managed consistent with the organization's risk strategy to protect the confidentiality, integrity, and availability of information.
j. Information Protection Processes and Procedures (PR.IP): Security policies (that address purpose, scope, roles, responsibilities, management commitment, and coordination among organizational entities), processes, and procedures are maintained and used to manage protection of information systems and assets.
k. Maintenance (PR.MA): Maintenance and repairs of industrial control and information system components are performed consistent with policies and procedures.
l. Protective Technology (PR.PT): Technical security solutions are managed to ensure the security and resilience of systems and assets, consistent with related policies, procedures, and agreements.
m. Anomalies and Events (DE.AE): Anomalous activity is detected and

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the potential impact of events is understood.

n. Security Continuous Monitoring (DE.CM): The information system and assets are monitored to identify cybersecurity events and verify the effectiveness of protective measures.
o. Detection Processes (DE.DP): Detection processes and procedures are maintained and tested to ensure awareness of anomalous events.
p. Response Planning (RS.RP): Response processes and procedures are executed and maintained, to ensure response to detected cybersecurity incidents.
q. Communications (RS.CO): Response activities are coordinated with internal and external stakeholders (e.g. external support from law enforcement agencies).
r. Analysis (RS.AN): Analysis is conducted to ensure effective response and support recovery activities.
s. Mitigation (RS.MI): Activities are performed to prevent expansion of an event, mitigate its effects, and resolve the incident.
t. Improvements (RS.IM): Organizational response activities are improved by incorporating lessons learned from current and previous detection/response activities.
u. Recovery Planning (RC.RP): Recovery processes and procedures are executed and maintained to ensure restoration of systems or assets affected by cybersecurity incidents.
v. Improvements (RC.IM): Recovery planning and processes are improved by incorporating lessons learned into future activities.
w. Communications (RC.CO): Restoration activities are coordinated with internal and external parties (e.g. coordinating centers, Internet Service Providers, owners of attacking systems, victims, other CSIRTs, and vendors).

15) Data Breach/Incident policies and procedures regarding notification to both the purchasing entity of a security incident and/or data breach, as defined in this RFP, and the mitigation of such a breach. Include how proposer will work with Purchasing Entities before, during, and after a Security Incident and a Data Breach. Include information such as:
    a. Personnel who will be involved at various stages, include detail on how the Contract Manager will be involved;
    b. Response times;
    c. Incident levels;
    d. Processes and timelines;
    e. Methods of communication and assistance; and
    f. Other information vital to understanding the service you provide.

Provider should take into consideration that Purchasing Entities may have different

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notification requirements based on applicable laws and the categorization type of the data being processed or stored.

16) Method for compliance with all applicable laws related to data privacy and security including state Security Breach Notification Laws dealing with personally identifiable information (PII). Describe any legal obligations related to security the offeror will meet over the life of the contract and describe how offeror will report changes to these obligations to the public entity.

D. Any Turnkey Internet of Things, Other Turnkey Wireless system that incorporates SaaS, IaaS or PaaS or other cloud computing element shall complete, provide, and maintain a completed CSA STAR Registry Self-Assessment for that element. 2< https://cloudsecurityalliance.org/star/self-assessment/# overview . Offeror must either submit a completed Consensus Assessments Initiative Questionnaire (CAIQ), or submit a report documenting compliance with Cloud Controls Matrix (CCM) that the CAIQ is based on for the element that cloud based.

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T-Mobile Security Disclosure Statement:

As a partner in the DHS National Critical Infrastructure Communications Sector, T-Mobile is required to maintain high standards of security compliance, the details of which are not publicly disclosed for purposes of national security.

T-Mobile can provide a general statement of compliance for the required numbered security statements, and may be able to respond with further detail under special conditions.

As a general statement, T-Mobile is compliant with the current version of the NIST Cybersecurity Framework as further described below:
T-Mobile follows best practice security standards and guidelines in alignment with the NIST Cyber Security Framework, which specifies the following functional domains including 1) Identification, 2) Protection, 3) Detection, 4) Response, and 5) Recovery. Additionally, ISO 27001:2013 Information Security Management System and other applicable industry recognized frameworks are utilized.

T-Mobile has multiple physical and environmental policies and programs in place. Due to their sensitive nature, T-Mobile can not divulge all of our security methods and practices, but an example of some of the security measures are listed below:

- Cell Sites: Exterior fence with lock; building doors with locks; doors alarmed
- Switch Sites: Building doors with locks / require card-key access
- Data Centers: Building doors with locks / require card-key access; video surveillance systems. All visitors are required to sign in and out of T-Mobile locations and to wear Visitor badges requiring escorts.

Due to their sensitive nature, we can't divulge all of our security methods and practices. However, we can disclose the following:

- T-Mobile requires up-to-date anti-virus software installed on all corporate computers and configured to scan them. This software cannot be disabled by the end user. Data is stored in an encrypted format on all computers. T-Mobile servers are backed-up on a regular basis, including storing encrypted data in off-site locations. Data backup intervals vary. Devices processed by our Business Operations groups are always flashed and wiped. This includes devices returned to the distribution centers within our warranty period. Corporate devices are built according to a standard security configuration.
- T-Mobile has a formalized and documented Change Management policy. Changes are formally documented and requests are reviewed by the Change Control Board to ensure they meet business needs, are technically correct, and won't adversely affect services. Only changes approved by the Change Control Board are permitted (with the exception of changes required to remedy a service outage). Managers responsible for the system operations monitor those systems for unauthorized changes to their environment. Configuration management policy states that all proposed configuration changes must be because of a business need; be verified in the lab environment; and follow Change Management procedures for introduction

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into the production networks.

- All network traffic is monitored. We have network intrusion detection systems and monitoring capability in place with corresponding Incident Response Procedure that specifies actions to take upon notification of a security event. Our vulnerability scanning system is integrated within the Engineering networks with twice-monthly scanning done. If vulnerabilities are found, they are reported to the appropriate system owners. To ensure vulnerabilities have been addressed, follow-up testing is conducted.
- T-Mobile requires segregation of duties, which includes prohibiting individuals from approving their own access and requiring management-level approval of all access, as well as reviewing and validating access requests. T-Mobile has a formal wireless access policy mandating a standardized secure level of authentication and encryption.

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MA176-1
Wireless Data, Voice, and Accessories
Attachment V
Category 3 Subcategory Definitions

Item	Application	Definition
A	Fleet Management	Allows the management of tasks associated with managing a fleet of vehicles through the use of telematics or remote sensing devices.
C	Mobile Integration/Mobile Substitution Solutions	Network-based solutions that allow the integration of a user's mobile device and a desk phone, and provide a number of other business-oriented features. As a minimum, solutions meeting this criteria will provide: • Single Number Reach or the ability for a user to be reached at a single business telephone number. • Calls to that single telephone number would ring at both the user's desk phone or mobile device either through simultaneous and/or sequential ringing. • Single Voicemail Box for calls to that single business number.

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MA176-1

Attachment W

Wireless Data, Voice and Accessories

Offeror Submission Sheet

Offeror Name: _____T-Mobile_____

Category (subcategory)	Yes	No	Regional Award?
Category 1: Wireless Voice and Data	X		N/A
Category 2: Wireless Accessories and Equipment	X		N/A
Category 3: Turnkey Wireless Solutions (Check this if any subcategories below)			
Category 3: Subcategory A: Fleet Management	X		
Category 3: Subcategory C: Mobile Integration/Mobile Substitution Solutions	X		

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Consider an ordinance authorizing the purchase of wireless voice and data services, along with associated equipment, from T-Mobile Wireless through the NASPO Cooperative Contract MA176

Company Name: T-Mobile USA, Inc

Department: Information Technology Service (ITS)

Date: 04/17/2026 **Council Date:** 05/14/2026

A review of the above-described company was made in accordance with 2-663 of the City of Baytown Code of Ordinances and the aforementioned company was found:

☐ to be indebted to the City in the following areas:

_____

_____

_____

☑ not to be indebted to the City.

It is hereby certified the above is true and correct based on the best information available.

_____ 04/17/2026

Director of Finance Date

For information regarding this certificate, please contact the Finance Director at 281-420-6531.

If an appeal to this determination is to be filed under section 2-664 of this code, please forward to the following address:

City of Baytown
Director of Finance
P O Box 424
Baytown, TX 77522-0424

CITY COUNCIL MEETING 7. 1.

Meeting Date: 05/14/2026
Subject: Cisco FLEX support agreement for telephony equipment
Prepared for: Kevin Boatswain, Information Technology Services
Prepared by: Mark Worthan, Information Technology Services
Department: Information Technology Services

Information

ITEM

Consider an ordinance to authorize year one of three of the Cisco FLEX support agreement for telephony equipment offered by Presidio Network Solutions Group, LLC, under Texas Department of Information Resources contract DIR-TSO-5347.

PREFACE

This proposed ordinance authorizes payment to Presidio Network Solutions Group, LLC, (DIR-TSO-5347) in the amount of $31,802.40 per year to purchase a Cisco FLEX support agreement for all telephony equipment used by the City. The total cost of this agreement over the three-year period will be $95,407.20.

Fiscal Impact

Fiscal Year:	2025-2026
Acct Code:	10001071-53005
Source of Funds (Operating/Capital/Bonds):	Operating
Funds Budgeted Y/N:	Y
Amount Needed:	$31,802.40
Fiscal Impact (Additional Information):	

Attachments

Ordinance Authorizing Payment to Presidio Network Solutions for Cisco Flex
Quote
DIR Contract
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT OF THIRTY-ONE THOUSAND EIGHT HUNDRED TWO AND 40/100 DOLLARS ($31,802.40) TO PRESIDIO NETWORK SOLUTIONS GROUP, LLC, FOR THE FIRST YEAR OF A THREE-YEAR CISCO FLEX SUPPORT AGREEMENT FOR TELEPHONY EQUIPMENT THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

WHEREAS, the City of Baytown has entered into an interlocal cooperative contract with the Texas Department of Information Resources ("DIR") for a three-year Cisco FLEX support agreement for telephony equipment; and

WHEREAS, the DIR's purchasing process includes posting the request on the Electronic State Business Daily (ESBD), gathering and reviewing the vendors' responses to the posting, negotiating with selected vendors, and managing vendor contracts; and

WHEREAS, such process, in combination with the interlocal cooperative contract, allows the City to purchase automated information systems products and/or services in an efficient, cost effective, and competitive procurement method; and

WHEREAS, the City of Baytown, in making a purchase under a DIR contract through its interlocal cooperation contract, satisfies state law requiring municipalities to seek competitive bids for the purchase of the item; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown hereby authorizes the payment of THIRTY-ONE THOUSAND EIGHT HUNDRED TWO AND 40/100 DOLLARS ($31,802.40) to Presidio Network Solutions Group, LLC, for the first year of a three-year Cisco FLEX support agreement for telephony equipment.

Section 2: That the City Manager is hereby granted general authority to approve any change order involving a decrease or an increase in costs of FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00) or less, provided that the original contract price may not be increased by more than twenty-five percent (25%) or decreased by more than twenty-five percent (25%) without the consent of the contractor to such decrease.

Section 3: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ, and PASSED by the affirmative vote of the City Council of the City of Baytown this the 14th day of May, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

PRESIDIO

QUOTE: 2003226604217-01

DATE: 04/10/2026

TO:

City Of Baytown
Mark Worthan
2401 Market Street
Baytown, TX 77520

mark.worthan@baytown.org
(p) 281-420-5815
(f) (281) 422-8359

FROM:

Presidio Networked Solutions Group, LLC
Andy Gonzalez
3151 Briarpark Drive
Suite 1040
Houston, TX 77042

andygonzalez@presidio.com
(p) +1.713.795.2335

Customer#: CITYO670
Contract Vehicle: Texas DIR-CPO-5347 Cisco
Account Manager: Andy Gonzalez
Inside Sales Rep: Terri Bland Stevens
Title: City of Baytown- Cisco FLEX- Sub732215- 2026 3 YR Renewal
Comments: Pricing is contingent on 6/1/26 Start Date. Pricing protection expires on 6/1/26

By purchasing this quote customer agrees to the terms and conditions governing end user use located at:
https://www.cisco.com/site/us/en/about/legal/contract-experience/index.html

#	Part #	Description	Unit Price	Qty	Ext Price
A-FLEX-3		**Initial Term:** 36 months **Billing Model:** Annual **Auto-Renewal Term:** Do Not Renew **Requested Start Date:** 06/01/2026			
1	A-FLEX-3	Collaboration Flex Plan 3.0	$0.00	1	$0.00
Recurring Charges					
2	A-FLEX-P-UCXN	Unity Connection Smart License (1)	$0.00	504 Users for 36 months	$0.00
3	A-FLEX-P-ER	Emergency Responder Smart License (1)	$0.00	1260 Users for 36 months	$0.00
4	A-FLEX-SRST-E	SRST Endpoints (1)	$0.00	840 Users for 36 months	$0.00
5	A-FLEX-EAPL	EntW On-Premises Calling	$6.31	420 Each for 36 months	$95,407.20
6	A-FLEX-SME-S	Session Manager	$0.00	1 Users for 36 months	$0.00
7	A-FLEX-EXP-RMS-S	Expressway Rich Media Session included with Flex (1)	$0.00	84 for 36 months	$0.00
8	A-FLEX-P-ACC	Access Smart License (1)	$0.00	84 Users for 36 months	$0.00
9	A-FLEX-P-DEV	Telepresence Room Smart License (1)	$0.00	4 Users for 36 months	$0.00
10	A-FLEX-FILESTG-ENT	File Storage Entitlement	$0.00	10080 Users for 36 months	$0.00
11	A-SW-EXPWY-15X-K9	Expressway Version 15 Restricted Software	$0.00	1 Each for 36 months	$0.00
12	SVS-FLEX-SUPT-BAS	Cisco Support Standard	$0.00	420 Each for 36 months	$0.00
13	A-FLEX-C-DEV-ENT	Cloud Device Registration Entitlement	$0.00	504 Users for 36 months	$0.00
14	A-FLEX-P-CA	Common Area Smart License (1)	$0.00	210 Users for 36 months	$0.00
15	A-FLEX-PROPACK-ENT	Pro Pack for Cisco Control Hub Entitlement	$0.00	504 Users for 36 months	$0.00

PRESIDIO™

QUOTE: 2003226604217-01

DATE: 04/10/2026

16	A-FLEX-SW-15-K9	On-Premises SW Bundle v15	$0.00	1 Users for 36 months	$0.00
17	A-FLEX-P-EA	On-Premises Smart License - EA (1)	$0.00	504 Users for 36 months	$0.00
18	A-FLEX-MSG-ENT	Messaging Entitlement	$0.00	504 Users for 36 months	$0.00
				Recurring Annual Charges:	**$31,802.40**
				Total Recurring Charges:	**$95,407.20**
				Total:	**$95,407.20**

Sub Total:	**$95,407.20**
Grand Total:	**$95,407.20**

This quote is governed by Terms and Conditions of Texas DIR-CPO-5347 Contract.
State of Texas Vendor ID 1760515249906
Standard-Terms-for-Purchase-of-Services or Goods

This quote is valid for acceptance for the earlier of (i) a period of fourteen (14) days from the quote date, or (ii) such shorter period as established by any applicable third-party vendor for items included in this quote.

Prices may NOT include all applicable taxes and shipping charges
All prices subject to change without notice. Supply subject to availability.

By accepting this Quote/Statement of Work, Customer hereby agrees to the following:
AS PERMITTED IN DIR-CPO-5347, APPENDIX A: SECTION 10.12, PRESIDIO'S LIABILITY FOR DAMAGES IN ANY CLAIM OR CAUSE OF ACTION ARISING UNDER OR RELATED TO THIS QUOTE SHALL NOT EXCEED TWO (2) TIMES THE TOTAL VALUE OF THE CORRESPONDING PURCHASE ORDER FOR THE PURCHASE OF THE ITEMS LISTED IN THIS QUOTE. SUCH VALUE INCLUDES ALL AMOUNTS PAID AND AMOUNTS TO BE PAID OVER THE LIFE OF THE APPLICABLE PURCHASE ORDER TO PRESIDIO BY CUSTOMER AS DESCRIBED IN THE PURCHASE ORDER.

STATE OF TEXAS

DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCT AND RELATED SERVICES

CISCO SYSTEMS, INC.

1 INTRODUCTION

1.1 Parties

This contract for Cisco Branded Products and Related Services (this "Contract") is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and CISCO SYSTEMS, INC. a Delaware For-Profit Corporation (hereinafter "Successful Respondent"), with its principal place of business at 170 West Tasman Drive San Jose CA 95134.

1.2 Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-CPO-TMP-578, on 6/09/2023, for Cisco Branded Products and Related Services (the "RFO"). Upon execution of all Contracts, a notice of award for DIR-CPO-TMP-578, shall be posted by DIR on the Electronic State Business Daily.

1.3 Order of Precedence

A. For transactions under this Contract, the order of precedence shall be as follows:
   1. this Contract;
   2. **Appendix A, Standard Terms and Conditions**;
   3. **Appendix B, Successful Respondent's Historically Underutilized Businesses Subcontracting Plan**;
   4. **Appendix C, Pricing Index**;
   5. **Appendix D, End User Terms**;
   6. **Appendix E, Services Agreement template**;
   7. **Appendix F, Master Operating Lease Agreement**;

8. **Appendix G, Master Lease Agreement**;
9. **Exhibit 1, RFO DIR-CPO-TMP-578**, including all Addenda; and
10. **Exhibit 2, Successful Respondent's Response to RFO** DIR-CPO-TMP-578, including all Addenda.

B. Each of the foregoing documents is hereby incorporated by reference and together constitute the entire agreement between DIR and Successful Respondent.

1.4 Definitions

Capitalized terms used but not defined herein have the meanings given to them in **Appendix A, Standard Terms and Conditions**.

2 TERM OF CONTRACT

The initial term of this Contract shall be up to two (2) years commencing on the date of the last signature hereto (the "Initial Term"), with one (1) optional two-year renewal and one (1) optional one-year renewal (each, a "Renewal Term"). Prior to expiration of the Initial Term and each Renewal Term, this Contract will renew automatically under the same terms and conditions unless either party provides written notice to the other party at least sixty (60) days in advance of the renewal date stating that the party wishes to discuss amendment or non-renewal.

3 OPTION TO EXTEND

Successful Respondent agrees that DIR may require continued performance under this Contract at the rates specified in this Contact following the expiration of the Initial Term or any Renewal Term. This option may be exercised more than once, but the total extension of performance hereunder shall not exceed ninety (90) calendar days. Such extension of services shall be subject to the requirements of the Contract, with the sole and limited exception that the original date of termination shall be extended pursuant to this provision. DIR may exercise this option upon thirty (30) calendar days written notice to the Successful Respondent.

4 PRODUCT AND SERVICE OFFERINGS

Products and services available under this Contract are limited to the technology categories defined in Request for Offer DIR-CPO-TMP-578 for Cisco Branded Products

and Related Services. At DIR's sole discretion, Successful Respondent may incorporate changes or make additions to its product and service offerings, provided that any changes or additions must be within the scope of the RFO.

5 PRICING

5.1 Pricing Index

Pricing to Customers shall be as set forth in **Appendix C, Pricing Index**, and shall include the DIR Administrative Fee (as defined below).

5.2 Customer Discount

A. The minimum Customer discount for all products and services will be the percentage off List Price (as defined below) or MSRP (as defined below), as applicable, as specified in **Appendix C, Pricing Index**. Successful Respondent shall not establish a List Price or MSRP for a particular solicitation. For purposes of this Section, "List Price" is the price for a product or service published in Successful Respondent's price catalog (or similar document) before any discounts or price allowances are applied. For purposes of this Section, "MSRP," or manufacturer's suggested retail price, is the price list published by the manufacturer or publisher of a product and available to and recognized by the trade.

B. Customers purchasing products or services under this Contract may negotiate additional discounts with Order Fulfiller. Order Fulfiller and Customer shall provide the details of such additional discounts to DIR upon request.

C. If products or services available under this Contract are provided at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract, or (ii) to any other entity or consortia authorized to sell said products and services to eligible Customers, under the same terms and conditions provided for the State for the same products and services under this contract, then the available price of such products and services under this Contract shall be adjusted to that lower price prospectively (such adjustments shall not apply to previously invoiced or fulfilled Purchase Orders). This requirement applies to products or services quoted by Successful Respondent for a quantity of one (1) but does not apply to volume or special pricing purchases. DIR or an eligible Customer shall notify and provide evidence of better pricing to

Successful Respondent within ten (10) days of Successful Respondent providing a lower price as described in this Section to an eligible Customer, and Successful Respondent shall inform DIR upon receiving such notice. This Contract shall be amended within ten (10) days to reflect such lower price.

5.3 Changes to Prices

A. Subject to the requirements of this section, Successful Respondent may change the price of any product or service upon changes to the List Price or MSRP, as applicable. Discount levels shall not be subject to such changes, and will remain consistent with the discount levels specified in this Contract.

B. Successful Respondent may revise its pricing by publishing a revised pricing list, subject to review and approval by DIR. If DIR, in its sole discretion, finds that the price of a product or service has been increased unreasonably, DIR may request that Successful Respondent reduce the pricing for the product or service to the level published before such revision. Upon such request, Successful Respondent shall either reduce the pricing as requested, or shall remove the product or service from the pricing list for this Contract. Failure to do so will constitute an act of default by Successful Respondent.

5.4 Shipping and Handling

Prices to Customers shall include all shipping and handling fees. Shipments will be Free On Board Customer's Destination. No additional fees may be charged to Customers for standard shipping and handling. If a Customer requests expedited or special delivery, Customer will be responsible for any additional charges for expedited or special delivery.

6 DIR ADMINISTRATIVE FEE

A. Successful Respondent shall pay an administrative fee to DIR based on the dollar value of all sales to Customers pursuant to this Contract (the "DIR Administrative Fee"). The amount of the DIR Administrative Fee shall be seventy-five hundredths of a percent (0.75%) of all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $750.

B. All prices quoted to Customers shall include the DIR Administrative Fee. DIR reserves the right to increase or decrease the DIR Administrative Fee during the term of this Contract, upon written notice to Successful Respondent without

amending this Contract. Any increase or decrease in the DIR Administrative Fee shall be incorporated in the price to Customers.

7 INTERNET ACCESS TO CONTRACT AND PRICING INFORMATION

In addition to the requirements listed in **Appendix A, Section 7.2, Internet Access to Contract and Pricing Information**, Successful Respondent shall include the following with its webpage:

A. A current price list or mechanism to obtain specific contract pricing;
B. MSRP/list price or DIR Customer price;
C. Discount percentage (%) off MSRP or List Price;
D. Warranty policies; and
E. Return policies.

8 USE OF ORDER FULFILLERS

8.1 Authorization to Use Order Fulfillers

Subject to the conditions in this Section 8, DIR agrees to permit Successful Respondent to utilize designated order fulfillers to provide products, services, and support resources to Customers under this Contract ("Order Fulfillers").

8.2 Designation of Order Fulfillers

A. Successful Respondent may designate Order Fulfillers to act as the distributors for products and services available under this Contract. In designating Order Fulfillers, Successful Respondent must be in compliance with the State's Policy on Utilization of Historically Underutilized Businesses. DIR and Successful Respondent will agree on the number of Order Fulfillers that are Historically Underutilized Businesses as defined by the CPA.
B. In addition to the required Subcontracting Plan, Successful Respondent shall provide DIR with the following Order Fulfiller information: Order Fulfiller name, Order Fulfiller business address, Order Fulfiller CPA Identification Number, Order Fulfiller contact person email address and phone number.
C. DIR reserves the right to require Successful Respondent to rescind any Order Fulfiller participation or request that Successful Respondent name additional Order Fulfillers should DIR determine it is in the best interest of the State.

D. Successful Respondent shall be fully liable for its Order Fulfillers' performance under and compliance with the terms and conditions of this Contract. Successful Respondent shall enter into contracts with Order Fulfillers and use terms and conditions that are consistent with the terms and conditions of this Contract.
E. Successful Respondent may qualify Order Fulfillers and their participation under the Contract provided that: i) any criteria is uniformly applied to all potential Order Fulfillers based upon Successful Respondent's established, neutrally applied criteria, ii) the criteria is not based on a particular procurement, and iii) all Customers are supported under the criteria.
F. Successful Respondent shall not prohibit any Order Fulfiller from participating in other procurement opportunities offered through DIR.

8.3 Changes in Order Fulfiller

Successful Respondent may add or remove Order Fulfillers throughout the term of this Contract upon written authorization by DIR. Prior to adding or removing Order Fulfillers, Successful Respondent must make a good faith effort to revise its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses. Successful Respondent shall provide DIR with its updated Subcontracting Plan and the Order Fulfillers information listed above.

8.4 Order Fulfiller Pricing to Customer

Order Fulfiller pricing to the Customer shall be in accordance with Section 5.

9 NOTIFICATION

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Lisa Massock or Successor in Office
Chief Procurement Officer
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-4700

If sent to Successful Respondent:

Jumana Dihu
CISCO SYSTEMS, INC.
170 West Tasman Drive
San Jose, CA 95134
Phone: (773) 269-6397
Email: jdihu@cisco.com

10 SOFTWARE LICENSE, LEASE, AND SERVICE AGREEMENTS

10.1 Software License Agreement

A. Customers acquiring software licenses to Cisco-branded products under this Contract shall hold, use, and operate such software subject to compliance with the End User Terms set forth in **Appendix D** of this Contract. Customer and Successful Respondent may agree to additional terms and conditions that do not diminish a term or condition in the End User Terms, or in any manner lessen the rights or protections of Customer or the responsibilities or liabilities of Successful Respondent. Successful Respondent shall make the End User Terms available to all Customers at all times.

B. Compliance with the End User Terms is the responsibility of the Customer. DIR shall not be responsible for any Customer's compliance with the End User Terms.

10.2 Services Agreement

Services provided under this Contract shall be in accordance with the Services Agreement as set forth in **Appendix E** of this Contract. No changes to the Services Agreement terms and conditions may be made unless previously agreed to by Successful Respondent and DIR. Successful Respondent and Customer may agree to terms and conditions that do not diminish or lessen the rights or protections of the Customer or the responsibilities or liabilities of Successful Respondent.

10.3 Master Operating Lease Agreement

DIR and Successful Respondent hereby agree that Successful Respondent is authorized to utilize the Master Operating Lease Agreement in **Appendix F** of this Contract for Lessees that are Texas State Agencies or otherwise authorized to conduct lease transactions through DIR Contracts.

10.4 Master Lease Agreement

DIR and Successful Respondent hereby agree that Successful Respondent is authorized to utilize the Master Lease Agreement in **Appendix G** of this Contract for DIR authorized entities as Lessees that are **not** Texas State Agencies or otherwise required by statute to utilize the Texas Public Finance Authority for such leasing transactions. Texas State Agencies that have the requisite capital authority and who are not required to utilize such authority via the Texas Public Finance Authority may or may not be eligible to utilize the Master Lease Agreement; each such agency must confer with its own counsel to make this determination.

11 CONFLICTING OR ADDITIONAL TERMS

A. The terms and conditions of this Contract shall supersede any additional conflicting or additional terms in any additional service agreements, statement of work, and any other provisions, terms, conditions, and license agreements, including those which may be affixed to or accompany software upon delivery (sometimes called shrink-wrap or click-wrap agreements), and any linked or supplemental documents, which may be proposed, issued, or accepted by Successful Respondent and Customer in addition to this Contract (such additional agreements, "Additional Agreements"), regardless of when such Additional Agreements are proposed, issued, or accepted by Customer. Notwithstanding the foregoing, it is Customer's responsibility to review any Additional Agreements to determine if Customer accepts such Additional Agreement. If Customer does not accept such Additional Agreement, Customer shall be responsible for negotiating any changes thereto. For third party products appearing on Appendix C, Successful Respondent or Order Fulfiller, as applicable, will provide the applicable third-party software license terms to Customer.

B. Any update or amendment to an Additional Agreement shall only apply to Purchase Orders for the associated product or service offering after the effective date of such update or amendment; provided that, if Successful Respondent has responded to a Customer's solicitation or request for pricing, any subsequent update or amendment to an Additional Agreement may only apply to a resulting Purchase Order if Successful Respondent directly informs such Customer of such update or amendment before the Purchase Order is executed.

C. Successful Respondent shall not require any Additional Agreement that: i) diminishes the rights, benefits, or protections of Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of Customer; or ii) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

D. If Successful Respondent attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to this Contract or the Purchase Order between Successful Respondent and Customer, and Successful Respondent will nonetheless be obligated to perform such Purchase Order without regard to the prohibited documents, unless Customer elects instead to terminate such Purchase Order, which in such case may be identified as a termination for cause against Successful Respondent.

12 AUTHORIZED EXCEPTIONS TO APPENDIX A, STANDARD TERMS AND CONDITIONS

A. **Appendix A, Section 3.8, Invoice,** is hereby deleted and replaced in its entirety as follows:

Refers to a Customer approved instrument submitted by Successful Respondent or Order Fulfiller for payment of services.

B. **Appendix A, Section 3.11, Statement of Work (SOW),** is hereby deleted and replaced in its entirety as follows:

Means a document entered into between Customer and Successful Respondent or Order Fulfiller describing a specific set of activities and/or deliverables, which may include Work Product and Intellectual Property Rights, that Successful Respondent or Order Fulfiller is to provide Customer, issued pursuant to the Contract.

C. **Appendix A, Section 4.5, Survival,** is hereby deleted and replaced in its entirety as follows:

All applicable Statements of Work that were entered into between Successful Respondent and a Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Successful Respondent shall survive expiration or termination of the Contract for the term of the Purchase Order, unless the Customer terminates the Purchase Order in accordance with Section 11. However, regardless of the term of the Purchase Order, no Purchase Order shall survive the expiration or termination of the Contract for more than three (3) years. In all instances of termination or expiration and no later than five (5) days after termination or expiration or upon DIR request, Successful Respondent shall provide a list, in accordance with the format requested by DIR (i.e., Excel, Word, etc.), of all surviving Statements of Work and Purchase Orders to the DIR Contract Manager and shall continue to report sales and pay the DIR Administrative Fees for the duration of all such surviving Statements of Work and Purchase Orders. Rights and obligations under the Contract which by their nature should survive, including, but not limited to the DIR Administrative Fee and any and all payment obligations invoiced prior to the termination or expiration hereof, obligations of confidentiality; and indemnification will remain in effect.

D. **Appendix A, Section 4.9, Data Location,** is hereby deleted and replaced in its entirety as follows:

Regardless of any other provision of the Contract or its incorporated or referenced documents, all data for State of Texas Customers shall remain, and be stored always and exclusively within the contiguous United States. State of Texas Customers can specifically request and agree otherwise in a Purchase Order by placing an order for a hosted data solution with data locations outside the United States. All data for State of Texas Customers shall be processed, accessed, viewed, transmitted, and received, always and exclusively within the contiguous United States, provided that State of Texas Customers can specifically request and agree otherwise in a Purchase Order. "Support Data," defined as data collected and maintained by Successful Respondent when a Customer submits requests for support and troubleshooting services, including information about the solutions and other details about the support incident and interaction; configuration

support data; performance monitoring data; and security threat data (threat intelligence data, URLs, metadata, netflow data, and origin and nature of malware) necessary to enable provisioning of the services, including security features of the solutions, shall not be subject to this requirement, unless otherwise requested by a Customer. For all Customers outside the State of Texas' jurisdiction, the question of data location shall be at the discretion of such Customers. NOTE: CUSTOMERS SHOULD CONSIDER WHETHER THEY REQUIRE CONTIGUOUS US-ONLY DATA LOCATION AND HANDLING AND MAKE SUCCESSFUL RESPONDENT AWARE OF THEIR REQUIREMENTS.

E. **Appendix A, Section 5, Intellectual Property Matters,** is hereby deleted and replaced in its entirety as follows:

This Contract does not contemplate, authorize or support acquisition of custom software products or services or the creation of intellectual property. If Successful Respondent and Customer seek to contract for such product or service, they must use a separate contract or seek amendment with DIR of this Contract. If DIR and Successful Respondent decide to authorize customized software or hardware products or the creation of intellectual property, then the terms and conditions of ownership of intellectual property will be negotiated between the parties at such time.

F. **Appendix A, Section 6.A, Terms and Conditions Applicable to State Agency Purchases Only,** is hereby deleted and replaced in its entirety as follows:

Under Texas Government Code, Chapter 2054, Subchapter M, and DIR implementing rules, DIR state agency and Institution of Higher Education Customers must procure EIR that complies with the Accessibility Standards defined in the Texas Administrative Codes 1 TAC 206, 1 TAC 213, and in the Worldwide Web Consortium WCAG 2.0 AA technical standard as applicable, and when such products or services are available in the commercial marketplace or when such products are developed in response to procurement solicitations. Successful Respondent complies with Section 255 of the Telecommunications Act of 1996 and the Twenty-First Century Communications and Video Accessibility

Act ("CVAA") of 2010, as applicable. Successful Respondent hereby represents, certifies, and warrants its products and services comply with its then current Accessibility Conformance Reports.

G. **Appendix A, Section 7.2, Internet Access to Contract and Pricing Information,** is hereby deleted and replaced in its entirety as follows:

A. Successful Respondent Webpage

Within thirty (30) calendar days from the Effective Date, Successful Respondent will establish and maintain a website specific to the product and services offerings awarded under the Contract that is clearly distinguishable from other, non-DIR Contract offerings on Successful Respondent's website. Successful Respondent must use a web hosting service that provides a dedicated internet protocol (IP) address. Successful Respondent's website must have a Secure Sockets Layer (SSL) certificate and Customers must access Successful Respondent's website using Hyper Text Transfer Protocol Secure (HTTPS) and it will encrypt all communication between Customer browser and website. The website must include a webpage that contains:

i) a list with description of products and/or services awarded;

ii) Successful Respondent contact information (name, telephone number and email address);

iii) instructions for obtaining quotes and placing Purchase Orders;

iv) the DIR Contract number with a hyperlink to the Contract's DIR webpage;

v) a link to the DIR "Cooperative Contracts" webpage;

vi) the DIR logo in accordance with the requirements of Section 7.9; and

vii) any other information that the Contract indicates is required to be included on the webpage.

B. If Successful Respondent does not meet the webpage requirements listed above, DIR may cancel the Contract without penalty.

H. **Appendix A, Section 7.8, Services Warranty and Return Policies,** is hereby deleted and replaced in its entirety as follows:

Order Fulfiller and Successful Respondent will adhere to Successful Respondent's then-currently published policies concerning product and service warranties and returns. Such policies for Customers will not be more restrictive or more costly than warranty and return policies for other similarly situated customers for like products and services. Warranty and returns for third-party products may also be subject to separate, additional policies and terms set forth by the applicable third-party, in accordance with Section 11 of the Contract, provided said policies and terms were provided to Customers prior to acceptance by Customer of the third-party products. Successful Respondent and Order Fulfiller will assign any such warranty and return rights to Customer, to the extent applicable.

I. **Appendix A, Section 8.1, Purchase Orders,** is hereby deleted and replaced in its entirety as follows:

All Customer Purchase Orders will be placed directly with Successful Respondent or Order Fulfiller. Accurate Purchase Orders shall be effective and binding upon Successful Respondent or Order Fulfiller when accepted by Successful Respondent or Order Fulfiller.

J. **Appendix A, Section 10.1.1, Indemnities by Successful Respondent,** is hereby deleted and replaced in its entirety as follows:

A. Successful Respondent shall defend and indemnify DIR, the State of Texas, and Customers, AND/OR THEIR OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUCCESSORS, ASSIGNEES, AND/OR DESIGNEES ("Indemnified Parties") FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED REASONABLE COSTS, ATTORNEY FEES, AND EXPENSES arising out of, resulting from a claim brought by a third party based upon:

i) any negligent acts or omissions, or willful misconduct of Successful Respondent or its employees, agents, or subcontractors in

connection with the execution or performance of the Contract and any Purchase Orders issued under the Contract;

ii) any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights (an "Infringement") in or in connection with the execution or performance of the Contract and any Purchase Orders issued under the Contract; and

iii) tax liability, unemployment insurance or workers' compensation or expectations of benefits by Successful Respondent, its employees, representatives, agents, or subcontractors in or in connection with the execution or performance of the Contract and any Purchase Orders issued under the Contract.

B. Successful Respondent shall defend Indemnified Parties and shall provide the remedies outlined in Section B below for any third-party claim directly arising from an accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to DIR data, Customer data (including, but not limited to, text, audio, video or image files, provided by Customer to Successful Respondent in connection with Customer's use of Successful Respondent's solutions, and data developed at Customer's specific request related to a statement of work or contract), confidential information of DIR or Customer, any personal identifying information, or any other protected or regulated data resulting from a breach by Successful Respondent of its security obligations as set forth in the Contract or Customer's Purchase Order (a "Data Breach"), provided Customer has complied with any data protection requirements to which it has agreed in writing. Any third-party claim outlined in this Section B is referred to herein as a "Data Breach Claim."

Successful Respondent shall indemnify the Indemnified Parties against the following arising from the Data Breach Claim:

i) final judgement entered by the court of competent jurisdiction, or fine levied by the supervisory authority or regulator;

ii) a final settlement of the Data Breach Claim;

iii) actual and reasonable expenses notifying affected individuals of the loss, destruction, or unauthorized access of data, as such notice is required by applicable law; and

iv) one (1) year of credit monitoring services for individuals affected by the unauthorized access of data.

C. THIS SECTION IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE SUCCESSFUL RESPONDENT TO DEFEND OR INDEMNIFY INDEMNIFIED PARTIES FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF INDEMNIFIED PARTIES.

D. THE DEFENSE SHALL BE COORDINATED BY SUCCESSFUL RESPONDENT WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUCCESSFUL RESPONDENT MAY NOT AGREE TO ANY SETTLEMENT WHICH WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. FOR NON-STATE AGENCY CUSTOMERS, THE DEFENSE SHALL BE COORDINATED BY CUSTOMER'S LEGAL COUNSEL. SUCCESSFUL RESPONDENT AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER AND TO DIR OF ANY SUCH CLAIM.

K. **Appendix A, Section 10.1.2, Infringements,** is hereby deleted and replaced in its entirety as follows:

A. Notwithstanding the foregoing, such indemnity shall not apply, and Successful Respondent shall have no liability under this section if the alleged infringement is caused by:

(1) any designs, specifications or requirements provided by Customer, or on Customer's behalf by a third party;

(2) modification of a Cisco product by Customer, or on Customer's behalf pursuant to Customer's specific instructions;

(3) the amount or duration of use made of a Cisco product, revenue Customer earned, or services Customer offered;

(4) combination, operation, or use of the Cisco product with non-Cisco products, software, content or business processes; or

(5) Customer's failure to change or replace the Cisco product as required and properly notified by Successful Respondent.

B. If Successful Respondent becomes aware of an actual or potential claim of an Infringement, or Customer provides Successful Respondent with notice of an actual or potential claim of an Infringement, Successful Respondent may (or in the case of an injunction against Customer, shall), at Successful Respondent's sole expense: (i) procure for Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

L. **Appendix A, Section 10.2, Property Damage,** is hereby deleted and replaced in its entirety as follows:

IN THE EVENT OF LOSS, DAMAGE, OR DESTRUCTION OF ANY TANGIBLE PROPERTY (NOT INCLUDING DATA) OF CUSTOMER OR THE STATE DUE TO THE NEGLIGENCE, MISCONDUCT, WRONGFUL ACT OR OMISSION ON THE PART OF SUCCESSFUL RESPONDENT, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS, SUCCESSFUL RESPONDENT SHALL PAY COMMERCIALLY REASONABLE THIRD PARTY COSTS OF EITHER REPAIR, RECONSTRUCTION, OR REPLACEMENT OF THE PROPERTY, AT THE CUSTOMER'S SOLE ELECTION. (IN ADDITION TO COSTS OF PRIVATE CONTRACTORS OR SUPPLIERS, REPAIR OR REPLACEMENT COSTS OF A GOVERNMENTAL ENTITY EMPLOYED TO PERFORM SUCH SHALL MEET THE DEFINITION OF "THIRD PARTY COSTS"). SUCH COSTS SHALL BE ACCURATELY DOCUMENTED BY THE CUSTOMER AND SHALL BE DUE AND PAYABLE BY SUCCESSFUL RESPONDENT NINETY (90) CALENDAR DAYS AFTER THE DATE OF SUCCESSFUL RESPONDENT'S RECEIPT FROM THE CUSTOMER OF A WRITTEN NOTICE AND REQUIRED DOCUMENTATION OF THE AMOUNT DUE. THE FOREGOING SHALL CONSTITUTE CUSTOMER'S, OR STATE'S, AS APPLICABLE, SOLE AND EXCLUSIVE REMEDY FOR SUCH PROPERTY DAMAGE CLAIMS.

M. **Appendix A, Section 10.11, Background and/or Criminal History Investigation,** is hereby deleted and replaced in its entirety as follows:

Prior to commencement of any services, background and/or criminal history investigation of Successful Respondent's employees and Third-Party Providers who will be providing services to the Customer under the Contract may be performed by the Customer or the Customer may require that Successful Respondent or Order Fulfiller relay the confirmation of a successful background check status. Should any employee or Third-Party Provider of Successful Respondent who will be providing services to the Customer under the Contract not be acceptable to the Customer as a result of the background and/or criminal history check, then Customer may immediately terminate its Purchase Order and related Service Agreement or request replacement of the employee or Third-Party Provider in question.

N. **Appendix A, Section 10.12, Limitation of Liability,** is hereby deleted and replaced in its entirety as follows:

A. For any claim or cause of action arising under or related to the Contract, to the extent permitted by the Constitution and the laws of the State, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages.

B. Successful Respondent's aggregate liability to each individual purchasing Customer for damages of any kind under the Contract shall not exceed two times (2x) the total value of the individual purchasing Customer's Purchase Order under the Contract. Such value includes all amounts to be paid over the life of the Purchase Order to Successful Respondent by such Customer as described in the Purchase Order.

C. Notwithstanding the foregoing or anything to the contrary herein, any limitation of Successful Respondent's liability contained herein shall not apply to: claims of bodily injury; disclosures of confidential information (excluding a Data Breach, as defined in Section 10.1.1.B); violations of intellectual property rights including but not limited to patent, trademark, or copyright infringement; and violation of State or Federal law including any penalty of any kind lawfully

assessed as a result of such violation (excluding a Data Breach, as defined in Section 10.1.1.B).

O. **Appendix A, Section 10.15, Required Insurance Coverage,** is hereby deleted and replaced in its entirety as follows:

A. As a condition of the Contract, Successful Respondent shall provide certificates of insurance as evidence that it is maintaining the required insurance within five (5) business days of execution of the Contract if Successful Respondent is awarded services which require that Successful Respondent's employees perform work at any Customer premises or use vehicles to conduct work on behalf of Customers. In addition, when engaged by a Customer to provide services on Customer premises, Successful Respondent shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide certificates of insurance as evidence that it is maintaining the required insurance to such Customer within five (5) business days following the execution of the Purchase Order. Successful Respondent may not begin performance under the Contract and/or a Purchase Order until such proof of insurance coverage is provided to DIR and the Customer. If Successful Respondent's services under the Contract will not require Successful Respondent to perform work on Customer premises, or to use vehicles (whether owned or otherwise) to conduct work on behalf of Customers, Successful Respondent may certify to the foregoing facts, and agree to provide notice and the required insurance if the foregoing facts change. The certification and agreement must be provided by executing the Certification of Off-Premise Customer Services in the form provided by DIR, which shall serve to meet the insurance requirements.

B. All required insurance must be issued by companies that have an A rating and a minimum Financial Size Category Class of VII from AM Best, and are licensed in the State of Texas and authorized to provide the corresponding coverage. The Customer and DIR will be included as additional insureds on the required commercial general liability and business automobile liability coverage for liabilities that fall within Successful Respondent's contractual and indemnity obligations pursuant to this Contract. Required coverage must remain in effect

through the term of the Contract and each Purchase Order issued to Successful Respondent thereunder. The insurance requirements are as follows:

P. **Appendix A, Section 10.15.1, Commercial General Liability,** is hereby deleted and replaced in its entirety as follows:

Commercial General Liability must include $1,000,000.00 per occurrence for Bodily Injury and Property Damage with a separate aggregate limit of $2,000,000.00; Personal Injury and Advertising Liability of $1,000,000.00; Products/Completed Operations aggregate Limit of $2,000,000.00 and Damage to Premises Rented: $50,000.00. Agencies may require additional Umbrella/Excess Liability insurance. The policy shall contain the following provisions:

A. Blanket contractual liability coverage for liability assumed under the Contract;

B. Independent Contractor coverage;

C. State of Texas, DIR, and Customer included as an additional insured but only to the extent of liabilities falling within Successful Respondent's contractual and indemnity obligations pursuant to this Contract; and

D. Waiver of Subrogation, but only to the extent of liabilities falling within Successful Respondent's contractual and indemnity obligations pursuant to this Contract.

Q. **Appendix A, Section 10.15.3, Business Automobile Liability Insurance,** is hereby deleted and replaced in its entirety as follows:

Business Automobile Liability Insurance must cover all owned, non-owned, and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. The policy shall contain the following endorsements in favor of DIR and/or Customer:

A. Waiver of subrogation, but only to the extent of liabilities falling within Successful Respondent's contractual and indemnity obligations pursuant to this Contract;

B. Additional insured, but only to the extent of liabilities falling within Successful Respondent's contractual and indemnity obligations pursuant to this Contract.

R. **Appendix A, Section 11.2.1.1, Termination for Non-Appropriation by Customer,** is hereby deleted and replaced in its entirety as follows:

Customers may terminate Purchase Orders if funds sufficient to pay its obligations under the Contract are not appropriated: i) by the governing body on behalf of local governments; ii) by the Texas legislature on behalf of state agencies; or iii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Successful Respondent and/or Order Fulfiller will be provided ten (10) calendar days written notice of intent to terminate. Notwithstanding the foregoing, if a Customer issues a Purchase Order and has accepted delivery of the product or services, they are obligated to pay for the product or services or they may return the product and discontinue using services under any return provisions that Successful Respondent offers. In the event of such termination, Customer will not be in default or breach under the Purchase Order or the Contract, nor shall it be liable for any further payments ordinarily due under the Contract (except for products or services accepted before termination, for which return provisions are provided, which Customer fails to return), nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

S. **Appendix A, Section 11.2.3, Termination for Convenience,** is hereby deleted and replaced in its entirety as follows:

DIR may terminate the Contract, in whole or in part, by giving the other party thirty (30) calendar days' written notice. A Customer may terminate a Purchase Order by giving the other party thirty (30) calendar days' written notice. Notwithstanding the foregoing, if a Customer issued a Purchase Order and accepted delivery of the ordered products or services, the Customer is obligated

to pay for or return and discontinue using the product or services in accordance with the payment and return provisions contained in this Contract.

T. **Appendix A, Section 11.2.4.2, Purchase Order,** is hereby deleted and replaced in its entirety as follows:

Customer or Successful Respondent may terminate a Purchase Order or other contractual document or relationship upon the occurrence of a material breach of any term or condition: (i) of the Contract, or (ii) included in the Purchase Order or other contractual document or relationship, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code, in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non- defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Purchase Order. Customer may immediately suspend or terminate a Purchase Order without advance notice in the event Successful Respondent fails to comply with applicable laws or regulations, if such non-compliance relates to vendor provision of goods or services to the Customer.

U. **Appendix A, Section 11.3, Force Majeure,** is hereby deleted and replaced in its entirety as follows:

DIR, Customer, Order Fulfiller or Successful Respondent may be excused from performance under the Contract or a Purchase Order for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order (each such event, an "Event of Force Majeure"), provided that the party experiencing such Event of Force Majeure has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance and to shorten the duration or impact of the Event of Force Majeure. The party suffering an Event of Force Majeure shall provide notice of the event to the other parties when commercially reasonable. Subject to

this Section, such non-performance shall not be deemed a default or a ground for termination. However, a Customer may terminate a Purchase Order if it is determined by such Customer that Successful Respondent will not be able to deliver services in a timely manner to meet the business needs of such Customer.

V. **Appendix A, Section 13, Warranty,** is hereby deleted and replaced in its entirety as follows:

13 [Reserved]

This Contract is executed to be effective as of the date of last signature.

CISCO SYSTEMS, INC.

Authorized By: Signature on File

Name: Jenn Baenziger

Title: Authorized Signatory

Date: 12/20/2024

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Lisa Massock

Title: Chief Procurement Officer

Date: 1/7/2025

Office of General Counsel: Signature on File

Date: 1/7/2025

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Cisco FLEX support agreement for telephony equipment

Project Name:

Company Name: Presidio Networked Solutions Group, LLC

Department: Information Technology Service (ITS)

Date: 04/17/2026 **Council Date:** 05/14/2026

A review of the above-described company was made in accordance with 2-663 of the City of Baytown Code of Ordinances and the aforementioned company was found:

☐ to be indebted to the City in the following areas:

_____

_____

_____

☑ not to be indebted to the City.

It is hereby certified the above is true and correct based on the best information available.

Teresa Welch — 04/17/2026

Director of Finance — Date

For information regarding this certificate, please contact the Finance Director at 281-420-6531.

If an appeal to this determination is to be filed under section 2-664 of this code, please forward to the following address:

City of Baytown
Director of Finance
P O Box 424
Baytown, TX 77522-0424

CITY COUNCIL MEETING 7. m.

Meeting Date: 05/14/2026
Subject: Reject bids for Lab Testing services for WWTP
Prepared for: Sterling Beaver, Public Works/Engineering/BAWA, Utilities
Prepared by: Nubia Rodriguez, Finance
Department: Public Works/Engineering/BAWA

Information

ITEM

Consider an ordinance to reject bids for the Lab Testing Services for Waste Water Treatment Plant (WWTP) received on March 26, 2026 at 2:00 PM.

PREFACE

This proposed ordinance rejects any and all bids due to the fact that the bids received were not best value to the City. The contract will be rebid at a later date.

Fiscal Impact

Fiscal Year:	2026
Acct Code:	None
Source of Funds (Operating/Capital/Bonds):	
Funds Budgeted Y/N:	N
Amount Needed:	0.00
Fiscal Impact (Additional Information):	

Attachments

Ordinance Rejecting Bids for Lab Testing Services for Waste Water Treatment Plants

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, REJECTING ANY AND ALL BIDS RECEIVED FOR LAB TESTING SERVICES FOR THE WASTE WATER TREATMENT PLANTS RECEIVED ON MARCH 26, 2026; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

WHEREAS, the City Council of the City of Baytown did advertise for bids for Lab Testing Services for the Waste Water Treatment Plants, which were received on March 26, 2026, at 2:00 P.M.; and

WHEREAS, notice to bidders as to the time and place, when and where the bids would be publicly opened and read aloud was published pursuant to provisions of Texas Local Government Code Annotated § 252.041; and

WHEREAS, all bids were opened and publicly read in the Council Chamber at City Hall at 2:00 p.m. on Thursday, March 26, 2026, as per published notice to bidders; and

WHEREAS, the City staff recommends any and all bids be rejected due to the fact that the bids received were not best value to the City and (ii) the contract will be rebid at a later date; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown hereby rejects any and all bids, which were received on March 26, 2026, at 2:00 P.M. for Lab Testing Services for the Waste Water Treatment Plant.

Section 2: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 14th day of May, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

CITY COUNCIL MEETING 7. n.

Meeting Date: 05/14/2026

Subject: Consider an ordinance authorizing the purchase of construction services for the Annual Lift Station Rehabilitation Project from Choice Partners Cooperative Purchasing Program contractor Pfeiffer and Son, LTD

Prepared for: Sharon Valiante, Public Works/Engineering/BAWA

Prepared by: Jamie Wimmer, Public Works/Engineering/BAWA

Department: Public Works/Engineering/BAWA

Information

ITEM

Consider an ordinance authorizing the purchase of construction services for the Annual Lift Station Rehabilitation Project consisting of James Street, from Choice Partners Cooperative Purchasing Program contractor Pfeiffer and Son, LTD.

PREFACE

This proposed ordinance authorizes the purchase of construction services for the Annual Lift Station Rehabilitation Project consisting of James Street, from Pfeiffer and Son, LTD., in the amount of $165,000.00, through the Choice Partners Cooperative Purchasing Program contract #23/039MR

The rehabilitation and renovation of the James Street Lift Station requires elevation of the electrical platform to meet flood mitigation standards. The scope of work includes two (2), twelve-inch (12") square pre-stressed concrete drive pilings to be installed as part of the platform columns. Installation of a five-foot by six-foot (5'X6') electrical platform, staircase, safety railing, and shoe plate. Diversion pumping will be performed during power relocation to remove operational risk. Performance and Payment Bonds will be required before Notice to Proceed is issued.

Contractors are approved vendors through the Choice Partners Cooperative Purchase Program. The City of Baytown is a member of the same, and can access contracts with the supplying companies. The cooperative agreement has already been competitively bid, for which the city is receiving the deepest discounts.

Fiscal Impact

Fiscal Year: 2026

Acct Code: 51103172-56937

Source of Funds (Operating/Capital/Bonds): Capital

Funds Budgeted Y/N: Y

Amount Needed: $165,000.00

Fiscal Impact (Additional Information):

LFST2103-WSCIPF-SEW-CONSTRUCTI-OPERATCASH

Attachments

Ordinance - James St Lift Station-Pfeiffer
Quote - Pfeiffer and Son, LTD
Choice Partners Co-Op Agreement - Pfeiffer and Son, LTD.
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT OF ONE-HUNDRED, SIXTY-FIVE THOUSAND DOLLARS ($165,000.00) TO PFEIFFER & SON, LTD. FOR A CONSTRUCTION CONTRACT FOR CONSTRUCTION SERVICES FOR THE ANNUAL LIFT STATION REHABILITATION PROJECT INCLUDING THE REPAIR AND REHABILITATION OF THE JAMES STREET LIFT STATION, THROUGH CHOICE PARTNERS COOPERATIVE PURCHASING PROGRAM; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

WHEREAS, the City of Baytown is a member of cooperative purchasing programs established under Sections 271.082 and 271.083 of the Texas Local Government Code; and

WHEREAS, the Choice Partners Cooperative Purchasing Program is such a program, allowing municipalities to purchase products and/or services in an efficient, cost effective, and competitive procurement method; and

WHEREAS, the City of Baytown, in making a purchase under a state contract through such cooperative purchasing program, satisfies state law requiring municipalities to seek competitive bids for the purchase of the item; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown hereby authorizes the payment of ONE-HUNDRED, SIXTY-FIVE THOUSAND DOLLARS ($165,000.00), to Pfeiffer & Son, LTD. for a construction contract for the annual lift station rehabilitation project of the James Street lift station, through Choice Partners Cooperative Purchasing Program.

Section 2: That the City Manager is hereby granted general authority to approve any change order involving a decrease or an increase in costs of FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00) or less, provided that the original contract price may not be increased by more than twenty-five percent (25%) or decreased by more than twenty-five percent (25%) without the consent of the contractor to such decrease.

Section 3: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 14th day of May 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

PFEIFFER & SON, LTD.

Electrical & Telecommunication Contractors

November 14, 2025

City of Baytown
2123 Market St
Baytown, Tx 77520

Choice Partners Contract # 23/039MR-07

RE: James Lift Station

ATTN: Rafael Errisuriz

Per the drawings and specifications, we are pleased to offer for your consideration the following quote for the James LS Renovation. We propose to provide all labor, material, and equipment needed to complete this work for the lump sum amount of **$165,000.00**. Our scope includes the following:

- Drive Piling (2) 12" square prestressed concrete piles as part of platform columns. (Prestressed concrete piles are provided by City of Baytown).
- Install electrical platform, including 5'x6' platform, staircase, safety railing, and shoe plate. (platform, staircase, safety railing, shoe plate, and hardware provided by City of Baytown).
- Diversion Pumping during power relocation.

To avoid confusion, we offer the following clarifications:

1. Work is to be at James St location only.
2. All material for erection and building of platform & walkway are already purchased and are at City of Baytown facility. Purchase of other materials needed for building shall be extra.
3. SWPPP, topsoil & hydro mulch or seeding is to be by others.
4. This bid includes a $5,000.00 allowance for Utility Reimbursement.
5. This bid includes a 12-month maintenance bond.
6. This bid includes builders risk insurance.
7. This bid includes prevailing wage rates from the "Heavy" construction type wage sheet.
8. This bid excludes Liquidated damages.
9. A bid Bond is not included; our rate is 2.5%.
10. Please allow for progressive billing.
11. Staking, Engineering and Surveying by others.
12. Spoil Removal by others
13. General Contractor is responsible for removal of foundations marked for demolition.
14. Any work in an Asbestos area is not included.
15. Saw-cutting or patching of concrete is not included.
16. Repair of any existing Code violations is not included.
17. Special compaction or density testing of trenches is not included.
18. This quote excludes Arc Fault Calculations, labeling, and any other steps necessary for NFPA-70E compliance.
19. The furnishing or installation of any special grounding is not included.
20. Patching or replacement of any landscaping or vegetation is not included.
21. Painting or cutting/patching of existing finishes, except factory finishes are excluded.

PHONE: (281) 471-4222 * FAX: (281) 471-6856
P.O. BOX 1116 * 116 N. 16TH STREET
LA PORTE, TEXAS 77572
Regulated by the Texas Department of Licensing and Regulation
PO Box 12157; Austin, TX 78711; (800)803-9202; (512)463-6599
www.tdlr.texas.gov
Adopted Administrative Rules: 73.51(c) Electrical Contractors Responsibilities

PFEIFFER & SON, LTD.

Electrical & Telecommunication Contractors

22. The previous quote is based upon information provided by the customer. If the actual conditions or requirements deviate from the provided information this quote may have to be re-evaluated and re-priced.
23. All coordination with Utility Electrical Distributor (i.e. Center Point) and the Retail Electrical Provider (i.e. Reliant) is the customer's responsibility. We will attend any meetings and/or site visits that the customer schedules with the Electrical Utility Distributor.
24. Insurance coverage is in accordance with the attached insurance requirements.
25. It is assumed that all work will be done during regular business hours.

--This Quote is only valid for 90 days.—

Please allow 10-15 business days after acceptance of this quote for the commencement of work

If accepted fax or mail. Accepted by: _____ Date: _____

Please print name: _____ P.O. #: _____

If you have any questions or need additional information, please feel free to contact me at (832)496-4441.

Sincerely,

Matt Bunsey
Estimator
Pfeiffer and Son Ltd.

PHONE: (281) 471-4222 * FAX: (281) 471-6856
P.O. BOX 1116 * 116 N. 16TH STREET
LA PORTE, TEXAS 77572
Regulated by the Texas Department of Licensing and Regulation
PO Box 12157; Austin, TX 78711; (800)803-9202; (512)463-6599
www.tdlr.texas.gov
Adopted Administrative Rules: 73.51(c) Electrical Contractors Responsibilities

March 18, 2025

Subject: Contract Renewal for Contract No.23/039MR for Mechanical, Electrical, Plumbing and Related Items Maintenance Component (TEC 44.031) and Component for Single Trade Job Order Contracting (TGC 2269)

Dear CP Vendor Partner:

Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire on **July 11th, 2025**. This contract has **two (2) one-year annual** renewal options remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning **July 12th, 2025.**

If you agree to renew this contract, please complete, sign and attach this letter under the "Response Attachments" section of the Choice Partners eBid System http://www.choicepartners.org/vendor-login.php by **Ionwave due date**.

In addition, provide any updated pricing and/or discounts for your contract and attach a current copy of your certificate of insurance (if applicable) and any forms that may have changed since the original proposal was submitted.

If you have any questions or concerns or need to discuss this contract renewal, please contact **Michael Robles** via e-mail at **mrobles@hcde-texas.org.**

Sincerely,

Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

Harris County Department of Education

Jesus J. Amezcua, PhD, CPA, RTSBA, CPFIM
Assistant Superintendent of Business
June 30, 2025 13:46 CT
IP: 170.39.204.30

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	Pfeiffer & Son, LTD
Authorized Signature:	
Print Name:	Joseph Pfeiffer
Title:	Manager JB Pfeiffer LLC, General Partner P&S, LTD.
Date:	5/15/25
Address:	116 N. 16th Street
City, State, Zip Code:	La Porte, TX 77571
Phone:	281-471-4222
Email Address:	joseph@pfeifferandson.com

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
Pfeiffer & Son. Ltd.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☑ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . P

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.
116 N. 16th Street

Requester's name and address (optional)

6 City, state, and ZIP code
La Porte, TX 77571

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

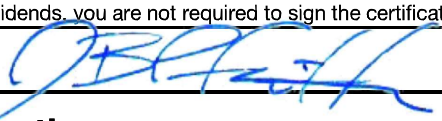
Employer identification number
7 4 - 1 4 6 2 1 6 7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person**  **Date** 5/15/25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

HARRIS COUNTY DEPARTMENT OF EDUCATION VENDOR QUESTIONNAIRE

(Please check ALL appropriate boxes below)

CERTIFICATION OF RESIDENCY

The following provision does not apply to a contract involving federal funds.

The State of Texas has a law concerning non-resident vendors. This law can be found in Texas Education Code under Chapter 2252, Subchapter A. This law makes it necessary for HCDE/CP to determine the residency of its Vendors. In part, this law reads as follows:

Section: 2252.001: "Non-resident bidder" refers to a person who is not a resident. "Resident bidder" refers to a person whose principal place of business is in this state, including a vendor whose ultimate parent company or majority owner has its principal place of business in this state.

Section: 2252.002: "A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located."

Must Provide both City and State

Company submitting bid is a resident bidder: ☒ Yes ☐ No

City and state of vendor's principal place of business: La Porte, TX

MINORITY/WOMEN BUSINESS ENTERPRISE, HISTORICALLY UNDERUTILIZED BUSINESSES, VETERAN-OWNED, DISADVANTAGED BUSINESS ENTERPRISES, AND LABOR SURPLUS

Bidding companies that have been certified by the State of Texas (or other states' agencies) as Historically Underutilized Business (HUB), Minority/Women Business Enterprise (MWBE), Veteran-Owned, Disadvantaged Business Enterprise (DBE), and/or Labor Surplus entities are encouraged to indicate their HUB, MWBE, Veteran-Owned, DBE, and/or Labor Surplus status when responding to this Bid Invitation. The following may be required by some CP members.

Section Must be filled out completely. If none apply select "No".

Vendor certifies that this firm is a MWBE	☐ Yes	☒ No
Vendor certifies that this firm is a HUB	☐ Yes	☒ No
Vendor certifies that this firm is Veteran-Owned	☐ Yes	☒ No
Vendor certifies that this firm is a DBE	☐ Yes	☒ No
Vendor certifies that this firm is categorized as Labor Surplus	☐ Yes	☒ No

Please scan a copy of MWBE, HUB, DBE, Veteran-Owned, and/or Labor Surplus certification letter(s) and the percentage of your business with these suppliers, if applicable, in your proposal response in the Response Attachments section of the HCDE eBid System.

I, the authorized representative for the company named below, certify that the information concerning residency certification, and MWBE, HUB, Veteran-Owned, DBE, and/or Labor Surplus certifications have been reviewedby me and the information furnished is true to the best of my knowledge.

Contractor's Name/Company Name: Pfeiffer & Son, Ltd.

Printed Name and Title of Authorized Representative: Joseph Pfeiffer; Mgr. JB Pfeiffer, LLC; General Partner, P&S Ltd.

Email Address: joseph@pfeifferadnson.com

Signature of Authorized Representative:

HARRIS COUNTY DEPARTMENT OF EDUCATION
PROPOSER/VENDOR CERTIFICATION FORMS

CERTIFICATION REGARDING TERRORIST ORGANIZATIONS

Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Initials of Authorized Representative of Vendor

CERTIFICATION REGARDING BOYCOTTING OF ISRAEL

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and includerefusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Initials of Authorized Representative of Vendor

CERTIFICATION REGARDING CONTRACTING INFORMATION

If Vendor is not a governmental body and (a) this Agreement has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by HCDE or a CP member; or (b) this Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by HCDE or a CP member in a fiscal year of HCDE or the purchasing CP member, the following certification shall apply; otherwise, this certification is not required. As required by Tex. Gov't Code § 552.374(b), the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter." Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to HCDE or the purchasing CP member for the duration of the Agreement; (2) promptly provide to HCDE or the purchasing CP member any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of HCDE or the purchasing CP member; and (3) on completion of the Agreement, either (a) provide at no cost to HCDE or the purchasing CP member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to HCDE or the purchasing CP member.

Initials of Authorized Representative of Vendor, if applicable

CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of $100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to TEX. GOV'T CODE Ch. 2274

of SB 13 (87th session), Vendor hereby certifies and verifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the Agreement. For purposes of this Agreement, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." *See* TEX. GOV'T CODE § 809.001(1).

 Initials of Authorized Representative of Vendor, if applicable

CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES

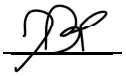
If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; (c) this Agreement has a value of at least $100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under TEX. GOV'T CODE § 2274.003 of SB 19 (87th leg.); and (e) HCDE or a CP member has determined that Vendor is not a sole-source provider or HCDE or a CP member has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required. Pursuant to TEX. GOV'T CODE Ch. 2274 of SB 19 (87th session), Vendor hereby certifies and verifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this Agreement, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. *See* TEX. GOV'T CODE § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." *See* TEX. GOV'T CODE § 2274.001(3) of SB 19.

 Initials of Authorized Representative of Vendor, if applicable

CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE

HCDE and many CP members are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by HCDE or a CP member for product warranty and support purposes. Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or

controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this Agreement, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." *See* TEX. GOV'T CODE § 2274.0101(2) of SB 1226 (87th leg.). Vendor verifies and certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

 Initials of Authorized Representative of Vendor, if applicable

CERTIFICATION REGARDING EMPLOYMENT ASSISTANCE PROHIBITED

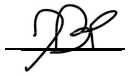
Vendor certifies and agrees that it shall not assist an employee, contractor, or agent of HCDE or of any other school district in obtaining a new job if the Vendor knows, or has probable cause to believe, that the individual engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition. *See* HCDE Policy CJ (Legal) and (Local).

 Initials of Authorized Representative of Vendor

The following provisions are required and apply when federal funds are expended by HCDE or any CP member for any contract resulting from this procurement process. In the event of a conflict or inconsistency between the following terms and conditions and any provision of any contract, agreement, or Purchase Order, the following terms and conditions shall control. Accordingly, the parties agree that the following terms and conditions apply to the Contract/PO between HCDE or any CP member and Vendor in all situations where Vendor has been paid or will be paid with federal funds:

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR §200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when federal funds are expended by HCDE or any CP member, HCDE/CP member reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES  Initials of Authorized Representative of vendor

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when federal funds are expended by HCDE or any CP member, HCDE/CP member reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation; (4)) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or HCDE/CP . HCDE/CP member also reserve the right to terminate the contract immediately, for convenience, if HCDE/CP member believes, in its sole discretion that itis in the best interest of HCDE/CP member to do so. The vendor will be compensated for work performedand accepted and goods accepted by HCDE/CP member as of the termination date if the contract is terminated for convenience of HCDE/CP member. If HCDE/CP member terminates the contract for any reason, written notice of termination will be provided to Vendor. Any award under this procurement process is not exclusive and HCDE/CP member reserves the right to purchase goods and services from other vendors when it is in the best interest of HCDE/CP member.

Does vendor agree? YES  Initials of Authorized Representative of vendor

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when federal funds are expended by HCDE or CP member on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does vendor agree to abide by the above? YES  Initials of Authorized Representative of vendor

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by recipients or subrecipients must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The recipients or subrecipients must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The recipients or subrecipients must report all suspected or reported violations to the Federal agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The recipients or subrecipients must report all suspected or reported violations to theFederal agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by HCDE or any CP member, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the recipients or subrecipients in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work inexcess of the standard work week is permissible provided that the worker is compensated at a rate of not lessthan one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by HCDE or any CP member, the vendor certifies that during the term of an award for all contracts by HCDE/CP member resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

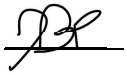
(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by HCDE or any CP member, the vendor certifies that during the term of an award for all contracts by HCDE/CP member resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by HCDE or any CP member, the vendor certifies that during the term of an award for all contracts by HCDE/CP member resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does vendor agree? YES  Initials of Authorized Representative of vendor

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by HCDE or any CP member, the vendor certifies that during the term of an award for all contracts by HCDE/CP member resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to HCDE/CP if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. HCDE/CP may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless HCDE/CP knows the certification is erroneous.

Does vendor agree? YES  Initials of Authorized Representative of vendor

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by HCDE or any CP member, the vendor certifies that during the term and after the awarded term of an award for all contracts by HCDE/CP member resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperativeagreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to filethe required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(J) Procurement of Recovered Materials – When federal funds are expended by HCDE or any CP member, HCDE/CP members and their 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: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

HCDE/CP member and its respective contractors will, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

Pursuant to Federal Rule (J) above, when federal funds are expended HCDE or any CP member, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that (1) the percentage of recovered materials content for EPA-designateditems to be delivered or used in the performance of the contract will be at least the amount required by theapplicable contract specifications or other contractual requirements; and (2) vendor will ensure compliance with all of the aforementioned requirements in Federal Rule (J) above..

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(K) Consideration of Small, Minority, Women's Business Enterprises, Veteran-Owned Businesses, and Labor Surplus Area Firms for Contracts Paid for with Federal Funds – 2 CFR § 200.321 – When federal funds are expended by HCDE or any CP member, Vendor must ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered for any subcontracting opportunities on the project by: 1) including these business types on solicitation lists; 2) soliciting these business types whenever they are deemed eligible as potential sources; 3) dividing procurement transactions into separate procurements to permit maximum participation by these business types; 4) establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types; and 5) utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE WITH NEVER CONTRACT WITH THE ENEMY – 2 C.F.R. § 200.215

When federal funds are expended by HCDE or any CP member for grant and cooperative agreements,or any contract resulting from this procurement process, that are expected to exceed $50,000 during theperiod of performance, and are performed outside of the United States, including U.S. territories, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, HCDE or CP member will terminate any grant or cooperative agreement or contract resulting from this procurementprocess as a violation of Never Contract with the Enemy

detailed in 2 CFR Part 183. The vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any grant or cooperativeagreement terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. HCDE or CP member has a responsibility to ensure no Federal award funds are provided directly or indirectly to the enemy, to terminate subawards in violation of Never Contract with the Enemy, and to allow the Federal Government access to records to ensure that no Federal award funds are provided to the enemy.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE WITH PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT OR SERVICES – 2 C.F.R. § 200.216

HCDE or CP member, as a recipient, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services. Covered telecommunications equipment or services means any of the following: (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (3) telecommunications or video surveillance services provided by such entities or using such equipment; (4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. For the purposes of Section 200.216, covered telecommunications equipment or services also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The vendor certifies that vendor will not procure or obtain, as set forth above, covered telecommunications equipment or services, as defined herein.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE WITH WHISTLEBLOWER PROTECTIONS – 2 C.F.R. § 200.217

If vendor is a subrecipient of HCDE or a CP member, vendor must not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. Vendor must inform its employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 C.F.R. § 200.334

When federal funds are expended by HCDE or any CP member for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.334, including, without limitation, financial records, supporting documentation, and statistical records, for a period of threeyears after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS IN EXCESS OF $100,000 OF FEDERAL FUNDS

When federal funds are expended by the purchasing CP Member for any contract resulting from this procurement process in excess of $100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by the purchasing CP Member for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with 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 (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of HCDE/CP and most purchasing CP Members not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respectto hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agreesthat every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE AS A RESPONSIBLE CONTRACTOR – 2 C.F.R. § 200.318

When federal funds are expended by HCDE or a CP member for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory regulations, legal requirements, standards, and policies relating to: contractor integrity, public policy compliance, proper classification of employees (see the Fair Labor Standards Act, 29 U.S.C. 201, chapter 8), past performance record, and financial and technical resources when conducting a procurement transaction.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

CERTIFICATION OF DOMESTIC PREFERENCES FOR PROCUREMENTS AND COMPLIANCE WITH BUY AMERICA PROVISIONS – 2 C.F.R. § 200.322(a) and (b)

To the greatest extent practicable and consistent with law, HCDE or CP member has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards, contracts, and purchase orders under this federal award. Purchases that are made with non-federal funds or grants are excluded from the Buy America Act. Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured

products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

CERTIFICATION OF DOMESTIC PREFERENCES FOR PROCUREMENTS AND COMPLIANCE WITH BUY AMERICA PROVISIONS – 2 C.F.R. § 200.322(c)

2 CFR § 200.322(c) requires federal agencies providing Federal financial assistance for infrastructure projects to implement the Buy America preferences set forth in 2 CFR part 184. Consequently, to the extent applicable and pursuant to the Build America, Buy America Act ("BABA"), when HCDE or a CP member is the recipient of an award of Federal financial assistance from a program for infrastructure, none of the funds provided under the award may be used for an infrastructure project unless all iron and steel, manufactured products, and construction materials incorporated into the project are produced in the United States. **"Infrastructure"** means public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging. Vendor hereby certifies and agrees that it is in compliance with all applicable provisions and requirements of the Buy America Preference, including, but not limited to, all BABA requirements and/or guidance that are specific to the Federal agency awarding the Federal financial assistance, including, but expressly not limited to: the U.S. Department of Education, the U.S. Department of Health and Human Services, and the U.S. Department of Agriculture (collectively, the "Buy America Preference Requirements").

The Buy America Preference Requirements shall flow down to and be included in all subawards of the Federal award to all subrecipients at all tiers, including all contracts and purchase orders for work performed or products supplied under the Federal award. Vendor shall be responsible to obtain certifications of compliance with the Buy America Preference Requirements from such subrecipients, to retain such certifications in accordance with the record retention requirements applicable to the Federal award, and to provide copies of such certifications, upon request, to HCDE, the CP member, and/or the awarding Federal agency.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.337

Vendor agrees that HCDE, CP member(s), Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any records of Vendor, and its successors, transferees, assignees, and subcontractors thatare directly pertinent to the Contract for the purpose of performing audits, executing site visits, or any other official use . This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents, this contract, or the federal award in general. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name/Company Name: Pfeiffer & Son, Ltd.

Address, City, State, and Zip Code: 116 N. 16th St.; La Porte, TX 77571

Phone Number: 281-471-4222 Fax Number: _____

Printed Name and Title of Authorized Representative: Joseph Pfeiffer

Email Address: joseph@pfeifferandson.com

Signature of Authorized Representative: _____

Date: 5/15/25

Please ensure ***all*** requested information (names, titles, addresses, initials, etc.) is fully completed before submitting. Incomplete submissions will be returned, resulting in delays.

Thank you for your understanding.

SAM.GOV

Exclusion Search Results 0 Total Results

Filter by:

Entity Name	Status	Excluded Individual
"Pfeiffer & Son. Ltd.","Pfeiffer & Son, LTD"	Active	Joseph Pfeiffer,

EXECUTION OF OFFER

The undersigned Proposer has carefully examined all instructions, requirements, specifications, terms and conditions of this RFP and the Agreement and certifies:

1. It is a responsible company regularly engaged in providing goods and/or services necessary to meet the requirements, specifications, terms and conditions of the RFP and the Agreement. *See* 2 CFR § 200.318(h).
2. It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms and conditions of the RFP and the Agreement. Further, if awarded, the Proposer agrees to perform the requirements, specifications, terms and conditions of the RFP and the Agreement.
3. All statements, information, and representations prepared and submitted in response to this RFP are current, complete, true, and accurate. Proposer acknowledges that HCDE will rely on such statements, information, and representations in selecting the successful responsible Proposer(s).
4. It is not currently barred or suspended from doing business with the Federal government, any of the members represented, or any of their respective agencies.
5. It shall be bound by all statements, representations, warranties, and guarantees made in its proposal.
6. Submission of a proposal indicates the Proposer's acceptance of the evaluation technique and the Proposer's recognition that some subjective judgments may be made by HCDE and its membership as part of the evaluation.
7. That all of the requirements of this RFP and the Agreement have been read and understood. In addition, compliance with all requirements, terms and conditions will be assumed by HCDE if not otherwise noted in the proposal.
8. The individual signing below has authority to enter into this on behalf of Proposer.
9. Proposer acknowledges that the Agreement may be canceled if any conflict of interest or appearance of a conflict of interest is discovered by HCDE.
10. This Agreement is subject to purchase orders duly authorized and executed by HCDE and or CP Member.

CORPORATE NAME:	Pfeiffer & Son, LTD		
AUTHORIZED SIGNATURE:			
PRINT NAME:	Joseph Pfeiffer		
TITLE:	Manager JB Pfeiffer LLC, General Partner P&S, LTD.		
DATE:	6/7/23		
ADDRESS:	116 N. 16th Street		
CITY, STATE, ZIP CODE:	La Porte, TX 77571		
PHONE:	281-471-4222	**FAX:**	281-471-6856
EMAIL ADDRESS:	joseph@pfeifferandson.com		
WEBSITE URL	www.pfeifferandson.com		

This Section to be Completed by HCDE

Contract Number: 23/039MR-07 Term of contract: 7/12/2023 to 7/11/2024

Vendor shall honor all CP Administrative Fees for any sales resulting from this Contract whether Vendor is awarded a renewal or not.

Approved by Harris County Department of Education as a best value, responsible vendor:

Jesus Amezcua
Jesus Amezcua (Jul 17, 2023 21:42 CDT)

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services

7/12/2023
Board Approval Date

5.0 CONTRACT TERMS AND CONDITIONS

These Contract Terms and Conditions are part of the final contract in each product and/or service contract awarded as a result of this CSP and are part of the terms and conditions of each Purchase Order, Job Order, or proposal forms issued in connection with this CSP. Vendors are responsible for identifying any exceptions to these terms and conditions. **ANY EXCEPTIONS MUST BE NOTED DIRECTLY BELOW EACH OF THE RESPECTIVE TERMS AND CONDITIONS.** Proposals that are qualified with conditional clauses, items not called for, or other irregularities may be considered non-responsive by HCDE/CP and eliminated from further consideration.

CONTRACT BETWEEN
HARRIS COUNTY DEPARTMENT OF EDUCATION AND
Pfeiffer & Son, Ltd ("VENDOR")
FOR
Mechanical, Electrical and Plumbing and Related Items (MEP-JOC)

This Contract is entered into between HCDE/CP and Vendor, having submitted a proposal in response to this CSP issued by HCDE/CP and whose proposal has been accepted and awarded by HCDE. In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, HCDE/CP and Vendor, intending to be legally bound, and subject to the terms, conditions, and provisions of this Contract, agree as follows:

5.1. **Definitions**
The terms used in this Contract shall have the meanings assigned to them in **Section 1.0 Notice of Intent** of the CSP.

5.2. **Use of Contract by CP members**
Vendor agrees and understands that this CSP and Contract may be used to accomplish work for HCDE/CP, a local governmental entity. Vendor further agrees and understands that this CSP and Contract may also be utilized by CP members pursuant to the piggyback method, as contemplated in the U.S. Department of Agriculture Memorandum SP 35-2012, *Procuring Services of Purchasing Cooperatives, Group Purchasing Organizations, Group Buying Organizations, etc.* ("SP 35-2012). Vendor agrees and understands that CP members include "school food authorities," as that term is used in SP 35-2012.

5.3. **Contract Terms; Amendment**
The terms and conditions of this Contract shall govern all procurements conducted hereunder. No pre-published terms on Vendor's Purchase Order, acknowledgments, invoices, or other forms shall have any force or effect unless expressly agreed to by the CP member and Vendor. No amendment of this Contract shall be permitted unless and until first approved in writing by HCDE/CP and, if necessary, the CP member(s), and no such amendment shall have any effect unless and until a written amendment to this Contract is executed by the HCDE Superintendent or his designee after any necessary approvals have been obtained from the HCDE Board of Trustees. In the event that a Vendor has an existing HCDE/CP contract in the same contract title, upon award the new contract will immediately supersede the older contract.

5.4. **Term of Contract; Renewal of Contract**
The initial term of this Contract is for a period of one (1) year, with HCDE/CP having the option to renew the Contract for three (3) additional one-year terms, at HCDE's sole discretion, unless otherwise specified in **Section 6.0 Scope of Proposal**. Consequently, the total term of the Contract may be for a period of **four (4)** years. The phrase "Term" in this Contract shall mean the then-current Term of the Contract, whether an initial term or a renewal term.

5.5. **Termination of Contract; Survival**
This Contract shall remain in effect until (1) the Contract expires by its terms or (2) the Contract is terminated by mutual consent of HCDE/CP and Vendor. All Supplemental Contracts, purchase orders, and/or orders for goods or services issued by HCDE and/or CP members and accepted by Vendor shall survive the expiration or

termination of this Contract. During the term of any Supplemental Contract entered into between Vendor and a CP member, all terms of this Contract shall continue to apply to the Supplemental Contract.

In the event of a breach or default of the Contract and/or the CSP by Vendor, HCDE/CP reserves the right to enforce the performance of the Contract in any manner prescribed by law or deemed to be in the best interest of HCDE/CP and/or CP members. HCDE/CP further reserves the right to terminate the Contract immediately in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the CSP, this Contract, and/or a Purchase Order; (2) make any payments owed; or (3) otherwise perform in accordance with this Contract and/or the CSP. HCDE/CP also reserves the right to terminate the Contract immediately, with written notice to Vendor, if HCDE/CP believes, in its sole discretion that it is in the best interest of HCDE/CP and/or CP members to do so.

In the event that a material change to the terms of the Contract occurs, then the Contract shall be allowed to expire and shall not be renewed upon the conclusion of the Contract's term. The phrase "material change" in this paragraph shall mean a modification that substantially exceeds the terms of the original contract between HCDE/CP and Vendor. Upon the expiration of the Contract's term, HCDE/CP may issue a new CSP for the goods or services procured under the previous contract.

Vendor agrees that HCDE/CP shall not be liable for damages in the event that HCDE/CP declares Vendor to be in default or breach of this Contract and/or the CSP. Vendor further agrees that upon termination of the Contract for any reason, Vendor shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and/or Vendor.

5.6. **Prevailing Wage Rates – Construction/public works projects only**

Vendor and all subcontractors of Vendor shall comply with all laws regarding prevailing wage rates, including, but not limited to, TEX. GOV'T. CODE Chapter 2258, applicable to the construction of a public work, and any related federal requirements, including the DAVIS-BACON ACT. In the event TEX. GOV'T. CODE Chapter 2258 applies to a product or service provided by Vendor to HCDE/CP or a CP member, Vendor and any subcontractor(s) shall comply with the prevailing wage rates set by HCDE/CP or the CP member.

5.7. **Change Orders**

Pursuant to TEX. EDUC. CODE § 44.0411(a), for HCDE/CP and CP members that are Texas school districts, if a change in plans or specifications is necessary after the performance of a Purchase Order or Job Order has begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the CP member may approve change orders making the changes. The total Purchase Order or Job Order price may not be increased because of the changes unless additional money for increased costs is approved for that purpose from available money or is provided for by the authorization of the issuance of time warrants. The CP member may grant general authority to an administrative official to approve the change orders. A Purchase Order or Job Order with an original contract price of $1 million or more may not be increased under TEX. EDUC. CODE § 44.0411(a) by more than 25 percent. If a change order for a Purchase Order or Job Order with an original contract price of less than $1 million increases the contract amount to $1 million or more, the total of the subsequent change orders may not increase the revised contract amount by more than 25 percent of the original contract price.

5.8. **Compliance with Laws**

Vendor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws; minimum and maximum salary and wage statutes and regulations; prompt payment and licensing laws and regulations; anti-discrimination statutes and regulations (Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 C.F.R. Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement—Nutrition Programs and Activities); the Davis-Bacon Act (40 U.S.C. § 276a / 29 CFR Part 5); the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 / 29 CFR Part 5); the Equal Opportunity Employment requirements (Executive Orders 11246 and 11375 / 41 CFR Chapter 60); the McNamara-O'Hara Service Contract Act (41 U.S.C. 351); Section 306 of the Clean Air Act (42 U.S.C. § 1857h); Section 508 of the Clean Water Act (33 U.S.C. § 1368); Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15); the Contract Work Hours and Safety Act (40 U.S.C. § 3701-

3708; 29 C.F.R. Part 5; the Solid Waste Disposal Act (Section 6002 as amended by the Resource Conservation and Recovery Act for procuring solid waste management services in a manner that maximizes energy and resource recovery when contract amount is in excess of $10,000); the Education Department General Administrative Regulations ("EDGAR")/Uniform Guidance (2 C.F.R. Part 200); mandatory standards and policies contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871); and all applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights, and those mandated by federal agencies making awards of federal funds to HCDE/CP and/or CP members, including, without limitation, the U.S. Department of Agriculture and/or Texas Department of Agriculture. Vendor understands that Vendor is ineligible to receive a contract award with HCDE/CP if Vendor or its principal(s) is listed on the government wide exclusions in the System for Award Management (Debarment and Suspension Orders Executive Orders 12549 and 12689) or is 30 days or more delinquent in paying child support (Tex. Fam. Code § 231.006). For the entire duration of this Contract, Vendor and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract. All permits will be acquired by Vendor and invoiced to the CP member at cost as part of the Purchase Order, unless the permits are provided by the CP member. For the entire duration of this Contract, Vendor and all subcontractors shall also comply with all requirements pertaining to local, state, or federal health and safety certifications, licensing, or regulations. Vendor must comply with all state and local building code requirements unless otherwise specifically provided in the CP member's Purchase Order, and Vendor must pay all fees and charges for connections to outside services and for use of property outside the project site. The states of individual CP members may have regulations and laws that govern payment retention and progress payments for public projects. Vendor is responsible for being acquainted with and complying with each state's requirements. When required or requested by HCDE/CP or a CP member, Vendor shall furnish HCDE/CP and/or the CP member with satisfactory proof of Vendor's compliance with this provision.

5.9. **Confidentiality**

Vendor and HCDE/CP agree to secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations. Vendor and HCDE/CP understand that the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, governs the privacy and security of educational records and information and agree to abide by FERPA rules and regulations, as applicable. Vendor also acknowledges that HCDE/CP and numerous CP members are subject to the Texas Public Information Act, and Vendor waives any claim against and releases from liability HCDE/CP and CP members, their respective officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Contract or otherwise created, assembled, maintained, or held by Vendor, HCDE, or a CP member and determined by HCDE/CP or the CP member, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.

5.10. **Performance and Payment Bonds – Construction/public works projects only**

Vendor agrees to provide performance bonds and/or payment bonds as required by law, based on the amount or estimated amount of any Purchase Order or Job Order for a public work contract, which is defined as a contract for constructing, altering, or repairing a public building or carrying out or completing any public work. TEX. GOV'T. CODE §§ 2253.001(4); 22269.411. Pursuant to TEX. GOV'T. CODE § 2253.021, a performance bond is required if a Purchase Order is in excess of $100,000 for CP members that are governmental entities subject to Chapter 2253; a payment bond is required if a Purchase Order or Job Order is in excess of $25,000 for CP members that are governmental entities subject to Chapter 2253 and are not municipalities or a joint board created under Subchapter D, Chapter 22 of the Tex. Transp. Code, and a payment bond is required if a Purchase Order or Job Order is in excess of $50,000 for CP members that are governmental entities subject to Chapter 2253 and are municipalities or a joint board created under Subchapter D, Chapter 22 of the TEX. TRANSP. CODE.

5.11. **Title and Risk of Loss**

Whenever HCDE/CP or a CP member is purchasing (and not leasing) a product under this Contract, title and risk of loss shall pass upon the later of HCDE/CP or the CP member's acceptance of the product or payment of the applicable invoice.

5.12. **Warranty Conditions**

All product(s) and/or service(s) provided by the Vendor under this Contract must be warranted to be free from defects in material, workmanship, and free from such defects in design for a period of one (1) year upon the later

of HCDE's or the CP member's acceptance of the product and/or service or payment of the applicable invoice. Vendor warrants that all products and/or services furnished under this Contract shall conform in all respects to the terms of this Contract, including any drawings, specifications, and/or standards incorporated herein, including, without limitation, those detailed in the CSP and Purchase Order. In addition, Vendor warrants that products and/or services are suitable for and will perform in accordance with the purposes for which they are intended. Vendor shall assume all liabilities incurred within the scope of consequential damages and incidental expenses, as set forth in the Vendor or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Contract, the CSP, or Purchase Order.

5.13. **Criminal History Review**
Section 10.0 Attachment–Ch. 22 Contractor Certification: Contractor Employees (Required) must be submitted with packet, if applicable.

Prior to commencing any work under the Contract, if Vendor contracts with HCDE/CP to provide services, Vendor must comply with all requirements relating to criminal history information required by TEX. EDUC. CODE Chapter 22. Vendor must also ensure subcontractors' compliance with TEX. EDUC. CODE, Chapter 22 requirements. Covered employees with disqualifying criminal history are prohibited from serving at HCDE/CP or at CP school district members' locations; Vendor and any subcontracting entity may not permit a "covered employee" to provide services at a school if the employee has a "disqualifying criminal history" (as those terms are defined below).If Vendor receives information that a covered employee has a reported disqualifying criminal history, then Vendor will immediately remove the covered employee from the project/contract and notify HCDE/CP member in writing within three (3) business days. If HCDE/CP member, in its sole discretion, objects to the assignment of a covered employee for any reason, including, but not limited to, on the basis of the covered employee's criminal history record information and/or insufficient qualifications, lack of experience, and the like, based on information gathered by HCDE/CP member through the procurement and/or contracting processes, Vendor (and each subcontractor) agrees to discontinue using that covered employee to provide services on HCDE/CP member's project/contract. "Covered employees" means employees, agents or subcontractors of Vendor or a subcontractor who has or will have continuing duties related to the services to be performed on HCDE/CP member's project/contract and has or will have direct contact with HCDE/CP member's students. "Disqualifying criminal history" means:(1) <u>For employees of a contracting or subcontracting entity that is providing engineering, architectural, or construction services on a project to design, construct, alter, or repair a public work:</u> (1) a conviction or other criminal history information designated by HCDE/CP member; (2) a felony or misdemeanor offense that would prevent a person from being employed under Texas Education Code § 22.08341(d), that is: conviction during the preceding 30 years (if at the time of the offense, the victim was under 18 or was enrolled in a public school) of: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense on conviction of which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an offense under federal law or the laws of another state that is equivalent to (a) or (b); (2) <u>For employees of all other contracting or subcontracting entities:</u> (1) a conviction or other criminal history information designated by Owner; (2) a felony or misdemeanor offense that would prevent a person from being employed under Texas Education Code § 22.085(a), that is: (a) conviction of a felony offense under Title 5, Texas Penal Code if at the time of the offense, the victim was under 18; (b) conviction of or placement on deferred adjudication community supervision for an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) conviction of an offense under federal law or the laws of another state that is equivalent to (a) or (b). HCDE/CP member shall be solely responsible for making the final determination of what constitutes direct contact with HCDE/CP member's students and what constitutes a disqualifying criminal history. The criminal history record information review obligation applies only if Vendor contracts with HCDE/CP to provide services; it does not apply to a contract for the purchase of goods, products or real estate.

5.14. **Customer Support**
Vendor shall provide timely and accurate technical advice and sales support to HCDE/CP staff, and CP members. Vendor shall respond to requests for customer support within one (1) business day after receipt of the request. Vendor shall provide training to HCDE/CP staff and/or CP members regarding products and/or services supplied by Vendor, at no additional charge, if requested by HCDE/CP or a CP member.

5.15. **HCDE/CP and/or CP members' Property**

In the event of loss, damage, or destruction of any property owned by or loaned by HCDE/CP or a CP member that is caused by Vendor or Vendor's representative, agent, employee, or contractor, Vendor shall indemnify HCDE/CP or the CP member and pay to HCDE/CP or the CP member the full value of or the full cost of repair or replacement of such property, whichever is greater, within thirty (30) days of Vendor's receipt of written notice of HCDE's or the CP member's determination of the amount due. If Vendor fails to make timely payment, HCDE/CP or the CP member may obtain such money from Vendor by any means permitted by law, including, without limitation, offset or counterclaim against any money otherwise due to Vendor by HCDE/CP or the CP member.

5.16. **Tax Exempt Status**

HCDE/CP and all CP members that are Texas governmental entities or agencies are exempt from payment of Texas State Sales Taxes under TEXAS TAX CODE§ 151.310 for the purchase of tangible personal property. Laws of other states govern the tax status of CP members in states other than Texas. Vendor represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, without limitation, any federal, state, or local income, sales or excise taxes of Vendor or its employees. HCDE/CP and CP members shall not be liable for any taxes resulting from this Contract, except where otherwise required by law.

5.17. **Other State Tax Requirements**

5.17.1. Payment of Taxes by CP members Outside of Texas – CP members outside of Texas will pay only the rate and/or amount of taxes identified in Vendor's proposal submitted in response to the CSP as appropriate to the specific CP member.

5.17.2. State and Local Transaction Privilege Taxes – The CP member is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sales of products and are the sole responsibility of Vendor, as the seller, to remit. Failure to remit taxes from HCDE/CP and/or the CP member, as the buyer, does not relieve Vendor, as the seller, from its obligation to remit taxes.

5.18. **State of Texas Franchise Tax**

By submitting a proposal in response to the CSP, Vendor certifies that Vendor is not currently delinquent in Vendor's payment of any franchise taxes or other taxes owed to the State of Texas.

5.19. **Tax Responsibilities of Vendor and Indemnification for Taxes**

Vendor is responsible for complying with the tax laws of states and the federal government. Vendor and all subcontractor(s) of Vendor shall pay all federal, state, and local taxes applicable to Vendor's operation, any persons employed by Vendor, and all subcontractors of Vendor. Vendor shall require all subcontractors to hold HCDE/CP and the CP member harmless from any responsibility for taxes, damages, and interest. If applicable, contributions required under federal, state, and/or local laws and regulations and any other costs, including, but not limited to, transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation, shall be the sole responsibility of Vendor.

5.20. **IRS W-9**

To receive payment under this Contract, Vendor shall have a current I.R.S. W-9 Form on file with the CP member.

5.21. **Assignment of Contract**

Vendor may not assign this Contract or any of its rights, duties or obligations hereunder without the prior written approval of HCDE. Any attempted assignment of this Contract by Vendor shall be null and void. Any Purchase Order or Job Order made as a result of this Contract may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by Vendor without the prior written approval of HCDE/CP and, if applicable, the CP member.

5.22. **Notification of Material Change**

Vendor is required to notify HCDE/CP when any material change in operations occurs, including changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within three (3) business days of such change.

5.23. **Performance**

Vendor agrees to use commercially reasonable best efforts to provide the product(s) and/or service(s) subject to this Contract. Vendor shall furnish all supervision, labor, tools, equipment, permits, licenses, transportation, insurance, material, and supplies necessary to complete any scope of work, Purchase Order, or Job Order under this Contract. Vendor shall use skilled, trained personnel, who shall be supervised by Vendor.

5.24. **Subcontractors**

If Vendor uses subcontractors in the performance of any part of this Contract, Vendor shall be fully responsible to HCDE/CP and CP members for all acts and omissions of the subcontractors. Nothing in this Contract shall create for the benefit of any such subcontractor any contractual relationship between HCDE/CP and any such subcontractor, nor shall it create any obligation on the part of HCDE/CP or CP members to pay or to see to the payment of any monies due any such subcontractor except as may otherwise be required by law. Vendor represents and warrants that it is willing, able, and capable of obtaining, supervising, and being responsible for any subcontractors who perform and/or provide products and services related to this Contract.

If Vendor uses subcontractors in the performance of any Purchase Order or Job Order issued as a result of a Job Order Contract awarded via this procurement solicitation, subcontractors must issue their Job Order Quotes using the same pricing method(s) outlined in the procurement solicitation and according to Texas Government Code Chapter 22269, Subchapter I, Job Order Contracts Method.

5.25. **Non-Appropriation**

Renewal of this Contract, if any, will be in accordance with TEX. LOCAL GOV'T. CODE § 271.903 concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of this Contract or obligation imposed on HCDE/CP or any CP member by this Contract, HCDE/CP and CP members shall have the right to terminate this Contract, any Supplemental Contract, Purchase Order, and/or Job Order without default or liability to Vendor resulting from such termination, effective as of the expiration of each budget period of HCDE/CP or any CP member if it is determined by HCDE/CP or any CP member, at their sole discretion, that there are insufficient funds to extend this Contract, any Supplemental Contract, any Purchase Order. The parties agree that this Contract, any Supplemental Contract, any Purchase Order, and/or any Job Order are commitments of the current revenue of HCDE/CP and CP members only.

5.26. **Ordering Procedures**

Purchase Orders/Job Orders are issued by HCDE/CP and/or CP members to the Vendor according to this Contract and any Supplemental Contract between HCDE/CP and the CP member. CP members must send Purchase Orders/Job orders to HCDE/CP, unless otherwise stipulated by HCDE/CP. HCDE/CP may request confirmation of receipt of the Purchase Order/Job Order from Vendor.

HCDE/CP also may elect to require e-commerce functionality, in which Purchase Orders/Job Orders are sent directly to Vendor and reported by the CP member to HCDE/CP on a specified basis. The e-commerce approach must be approved by HCDE/CP prior to the start date of any Term of the Contract.

5.27. **Invoices; Payments**

5.27.1. Vendor shall submit invoices, in duplicate, directly to HCDE/CP or the CP member at the appropriate location(s) specified by HCDE/CP or the CP member. Each invoice shall include HCDE's or the CP member's Purchase Order/Job Order number and HCDE/CP Contract Number. All invoices shall be itemized to include the type of product(s) and/or service(s) rendered. Vendor shall submit invoices within a timely manner during HCDE's or the CP member's fiscal year in which the product(s) and/or service(s) are purchased. The shipment tracking number or pertinent information for verification of HCDE's or the CP member's receipt shall be made available upon request by HCDE/CP or the CP member.

5.27.2. HCDE/CP or the CP member will make payments directly to Vendor. HCDE/CP or the CP member placing the Purchase Order/Job Order with Vendor shall alone be liable and/or responsible for payment for product(s) and/or service(s) ordered and must be invoiced directly by Vendor. Neither HCDE/CP nor any CP member shall be liable for the indebtedness of any one CP member.

5.27.3. TEX. GOV'T. CODE § 2251.021 shall govern when payments are due to the Vendor. Payments are due to Vendor by HCDE/CP and any CP member whose governing body meets only once a month or less frequently, **within forty-five (45) days** after the later of the following: (1) the date HCDE/CP or the CP member receives the products and services under the Contract; (2) the date the performance of the service under the Contract is completed; or (3) the date HCDE/CP or the CP member receives an invoice for the products or service. For CP members whose governing bodies meet more than once a month or more often, payments are due by those CP members **within thirty (30) days** after the later of the following: (1) the date the CP member receives product(s) under the Contract; (2) the date the performance of the service under the Contract is completed; or (3) the date the CP member receives an invoice for product(s) or service(s). Vendor agrees to pay any subcontractors the appropriate share of the payment received from HCDE/CP or the CP member not later than the **tenth (10th) day** after the date the Vendor receives the payment from HCDE/CP or the CP member.

The exceptions to payments made by HCDE, a CP member, and/or Vendor listed in TEX. GOV'T. CODE § 2251.002 shall apply to this Contract.

5.27.4 In addition to all other rights and remedies that HCDE may have, HCDE shall have the right to setoff, against any and all amounts due to Vendor by HCDE, whether due under this Contract or any other agreement between HCDE (including any division of HCDE) and Vendor, any sums for which HCDE is entitled to under this Contract, as determined by HCDE in its sole discretion, including, without limitation, sums due by Vendor to HCDE as a result of indemnification obligations, warranty claims, and/or HCDE/CP Administrative Fee(s).

5.28. **Reporting**

The Vendor shall provide HCDE/CP with a detailed monthly report showing the total dollar volume of all sales under this Contract for the previous month in Microsoft Excel format, in the format and with the information specified by HCDE/CP. Reports are due on the **fifteenth (15) day of the month**, after the close of the previous month and shall provide information regarding Purchase Orders/Job Orders during the previous month. Vendor is responsible for collecting and compiling all sales under this Contract from all CP members and submitting **one (1)** consolidated monthly report. The monthly report shall include, at a minimum, the date of each Purchase Order/Job Order, Purchase Order/Job Order number, CP member name, city/town, and Purchase Order total dollar amount. Reports shall be submitted in an electronic format to HCDE/CP at 6005 Westview, Houston, Texas 77055, or electronically mailed to facilityreporting@choicepartners.org.

The Vendor shall provide HCDE/CP with velocity/usage reports within five (5) business days of any request by HCDE/CP for such reports.

5.29. **Pricing Changes**

All prices and discount percentages in Vendor's proposal shall be firm for the Term of this Contract. Pricing may be negotiated during the Contract renewal period. In the event Proposer's prices will be adjusted or escalated upon a renewal (if any) of the fixed-price contract awarded pursuant to this RFP, Proposer must indicate such in its proposal. Any adjustment or escalation of the fixed price(s) will be based on the CPI index and may only be made at the time of contract renewal. Vendor agrees to promptly lower the proportionate price of any product purchased through this Contract following a reduction in the price the Vendor is paying suppliers. All pricing submitted to HCDE/CP in Vendor's proposal shall include the administrative fee to be remitted to HCDE/CP by Vendor. It is Vendor's responsibility to keep all pricing up-to-date and on file with HCDE/CP. For all pricing changes, including at renewal and during the Term, all price changes shall be presented to HCDE/CP for acceptance or rejection by HCDE/CP, in its sole discretion, using the same format as was accepted in Vendor's original proposal; all price changes for products and/or services provided under this Contract must be approved, in writing, by HCDE/CP prior to taking effect.

The following documentation shall be provided to support a request for a price change:

- justification for change/increase
- terms and conditions
- market conditions

- manufacturers'/distributors' impact, if any

All price decreases shall be allowed for all products and/or services.

5.30. **HCDE/CP Administrative Fee**

HCDE/CP will invoice Vendor for the HCDE/CP Administrative Fee of **2%**, subject to the Administrative Incentive Clause, below. HCDE/CP reserve the right to decrease the Administrative Fee at any time, upon notice to Vendor. The invoice for the Administrative Fee will be based on total sales made through this Contract. Vendor shall remit payment of the HCDE/CP Fee to HCDE/CP no later than **thirty (30)** days following the end of the month. Failure to pay the HCDE/CP Administrative Fee in a timely manner may result in Vendor breaching this Contract and may result in HCDE/CP suspending or terminating this Contract. Vendor shall honor and pay HCDE/CP the HCDE/CP Administrative Fee for any sales resulting from this Contract that occurred within **thirty (30) days** of the expiration or termination of this Contract. All rebates, discounts, and other applicable credits granted by Vendor as a result of any Supplemental Contracts entered into between Vendor and CP members shall accrue exclusively to CP member(s).

5.31. **Records Retention**

Vendor shall maintain its records and accounts in a manner that shall assure a full accounting for all product(s) and/or service(s) provided by the Vendor to HCDE/CP and/or CP members under this Contract. These records and accounts shall be retained by Vendor and made available for review and copying by HCDE/CP and CP members for a period of **not less than three (3) years** from the date of completion of the service(s), receipt of product(s), the date of the receipt by HCDE/CP or the CP member of Vendor's final invoice or claim for payment in connection with this Contract, or the date HCDE/CP or the CP member makes final payments and closes pending matters in connection with a federal grant, whichever is later. If an audit or a compliance review has been announced, the Vendor shall retain its records and accounts until such audit or compliance review has been completed.

When federal funds are expended by HCDE or any CP member pursuant to this Contract, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334 Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

5.32. **Right to Review, Audit and Inspect**

HCDE/CP, CP members, any federal agency that has awarded federal funds/grant(s) to HCDE/CP or a CP member, and the Comptroller General of the United States, and/or any of their authorized representatives, shall, upon written notice, have the right to audit and examine all of Vendor's records and accounts relating to this Contract and inspect any project performed by the Vendor relating to this Contract. Records subject to audit/review shall include, but are not limited to, all Purchase Orders and/or Job Orders resulting from this Contract and records which may have a bearing on matters in connection with the Vendor's work for HCDE/CP and/or CP members, and shall be open to inspection and subject to audit/review and/or reproduction by HCDE/CP, CP member, and/or their authorized representative(s) to the extent necessary to adequately permit evaluation and verification of:

5.32.1. Vendor's compliance with this Contract and the requirements of the CSP.

5.32.2. Compliance with procurement laws, policies, and procedures, including, without limitation, reviewing/comparing pricing on invoices and the appropriate Unit Price Book for JOC work performed for HCDE/CP and/or CP members.

5.32.3. Compliance with provisions for computing billings to HCDE/CP and/or to CP members.

5.32.4. Any other matter related to this Contract.

5.33. **Indemnification**

VENDOR SHALL INDEMNIFY AND HOLD HARMLESS HCDE/CP AND EACH CP MEMBER, INCLUDING HCDE'S AND CP MEMBERS' TRUSTEES, OFFICERS, ADMINISTRATORS, EMPLOYEES, AND AGENTS, FROM ALL CLAIMS, LIABILITIES, COSTS, SUITS OF LAW OR IN EQUITY, EXPENSES, ATTORNEYS' FEES, FINES, PENALTIES OR DAMAGES ARISING FROM ACTS OR OMISSIONS OF VENDOR, VENDOR'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS, IN CONNECTION WITH THIS CONTRACT, INCLUDING WITHOUT LIMITATION, THOSE ARISING FROM CLAIMED INFRINGEMENT OF ANY PATENTS, TRADEMARKS, COPYRIGHT OR OTHER CORRESPONDING RIGHT(S) WHICH IS RELATED TO ANY ITEM VENDOR IS REQUIRED TO DELIVER. VENDOR'S OBLIGATIONS UNDER THIS CLAUSE SHALL SURVIVE ACCEPTANCE AND PAYMENT BY HCDE/CP OR THE CP MEMBER.

5.34. **Governing Law and Exclusive Venue**

The laws of the State of Texas, without regard to its provisions on conflicts of laws, govern this Contract. Any dispute under this Contract involving HCDE/CP must be brought exclusively in the state and federal courts located in Houston, Harris County, Texas. Any dispute not involving HCDE/CP but involving a CP member and Vendor shall be governed by the laws of the state of the CP member, without regard to its provisions on conflicts of laws, and exclusive jurisdiction and venue shall lie in the city, county, and state of the CP member.

5.35. **Multiple Contract Awards; Non-Exclusivity**

HCDE/CP reserves the right to award multiple contracts under the CSP, including multiple contracts for each product/service category. Product/Service categories are established at the sole discretion of HCDE/CP. HCDE/CP will base a recommendation for contract award, including whether to award a single or multiple contracts, based on the evaluation factors listed in this RFP; contracts will be awarded to proposers with a minimum score of 70 to be considered for award.[7] Nothing in this Contract may be construed to imply that Vendor has the exclusive right to provide products and/or services to HCDE/CP and/or CP members. During the Term of this Contract, HCDE/CP and CP members reserve the right to use all available resources to procure other products and/or services as needed and doing so will not violate any rights of Vendor. In the event that a Vendor has an existing HCDE/CP contract in the same contract title, upon award the new contract will immediately supersede the older contract.

5.36 **New Products**

New products that meet the specifications detailed in the CSP may be added to this Contract, with prior written approval from HCDE/CP. Pricing of any new products shall be equivalent to the percentage discount or proposed prices for other similar products. Vendor may replace or add products to the contract if: the replacing products are equal to or superior to the original products offered or discounted in a similar degree or to a greater degree and the products meet the requirements of the CSP. No products may be added to avoid competitive procurement procedures. HCDE/CP may reject any proposed additions, without cause, in its sole discretion.

5.37. **No Substitution; Product Recall**

Any Purchase Order issued pursuant to this Contract shall conform to the specifications and descriptions identified in this Contract and the CSP. Vendor shall not deliver substitutes without prior written authorization from HCDE/CP or the CP member.

If a product recall is instituted on any good that has been furnished and delivered to HCDE/CP or any CP member, Vendor must immediately (i.e., within 24 hours but preferably sooner) notify the purchasing agent of HCDE/CP and the purchasing CP member by e-mail or in writing and must include all pertinent information relating to the recall. If Vendor is unable to contact the purchasing agent, Vendor must contact the Director of Purchasing of HCDE/CP and the purchasing CP member. Vendor will be responsible for all costs associated with replacing the recalled product, including replacement cost, shipping charges, etc. This requirement shall survive payment and acceptance of the goods.

5.38 **Penalties**

[7] HCDE/CP has the option to adjust (increase or decrease) the minimum score to be considered for award in the best interest of HCDE/CP and its members.

If the Vendor is unable to provide the product(s) or services at the prices quoted in Vendor's proposal or if Vendor fails to fulfill or abide by the terms and conditions of the Contract, the CSP, or a Supplemental Contract, HCDE/CP or the CP member may take the following action(s), in the sole discretion of HCDE/CP or the CP member, and Vendor agrees to comply with the chosen action(s):

5.38.1 Insist that the Vendor honor the quoted price(s) specified in Vendor's proposal or the Supplemental Contract, as applicable;
5.38.2 Have the Vendor pay the difference between the Vendor's price and the price of the next acceptable proposal, as determined by HCDE/CP or the CP member;
5.38.3 Have the Vendor pay the difference between Vendor's price and the actual purchase price of the product or service on the open market; and/or
5.38.4 Recommend to HCDE Board of Trustees that the Vendor no longer be given the opportunity to submit a proposal to HCDE/CP and/or that this Contract be terminated.

5.39. **Promotion of Contract Marketing Plan**

The marketing of Vendor's company, product, and/or services shall be the sole responsibility of Vendor. HCDE/CP may only supply Vendor with CP members' contact lists that contain name, address, phone numbers, and/or email addresses. Other items geared toward the joint-marketing of HCDE/CP and Vendor's company, product, and/or services shall be at HCDE/CP's sole discretion. Encouraging CP members to circumvent this Contract by purchasing directly from Vendor may result in suspension or termination of this Contract. For so long as this Contract is valid and enforceable between the parties, Vendor agrees to display the CP seal in its marketing collateral materials, such as Vendor's website and related marketing materials. Vendor shall submit all promotional materials to HCDE/CP and obtain written approval before Vendor finalizes or publishes promotional material bearing the HCDE/CP or HCDE/CP name or seal. Vendor may not release any press release or other publication regarding this Contract or HCDE/CP unless and until HCDE/CP first approves the press release or publication in writing.

5.40. **Website Support**

Vendor agrees to cooperate with HCDE/CP in publicizing contract particulars on the CP website. Vendor also agrees to work with HCDE/CP in updating and maintaining current information on Vendor activities related to the Contract on the CP website. Vendor agrees to provide an electronic version of its logo for use on the CP website upon Contract award and provide other information as reasonably requested by HCDE/CP to help ensure that the CP website is current and consistently updated.

5.41. **Safety**

Vendor, its subcontractor(s), and their respective employees shall comply fully with all applicable federal, state, and local safety and health laws, ordinances, rules, and regulations in the performance of services under this Contract, including, without limitation, those promulgated by HCDE/CP, CP members, and by the Occupational Safety and Health Administration ("OSHA"). In case of conflict, the most stringent safety requirements shall govern. Vendor shall comply with all other safety guidelines and standards as required by HCDE/CP or CP members. Vendor shall indemnify and hold HCDE/CP and/or the CP member harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of Vendor's obligations under this provision.

5.42. **Workforce**

Vendor shall employ only orderly and competent workers, skilled in the performance of the services, if any, which shall be performed under this Contract. Vendor, its employees, subcontractors, and subcontractor's employees may not use or possess any firearms, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on HCDE/CP and CP members' property, nor may such workers be intoxicated or under the influence of alcohol or drugs on HCDE/CP and CP members' property.

5.43. **Supplemental Contracts**

A CP member and Vendor may enter into a separate, Supplemental Contract. Any Supplemental Contract developed as a result of this Contract and/or the CSP is exclusively between the CP member and Vendor and shall have no effect or impact on HCDE, any other CP member, or this Contract. Any Supplemental Contract between Vendor and a CP member is exclusively between that specific CP member and Vendor and will be

subject to immediate cancellation by the CP member (without penalty to the CP member) if, in the opinion of the CP member, the quality, service, and specification requirements, and/or the terms and conditions are not maintained as stated in the Supplemental Contract. Vendor shall promptly notify HCDE/CP of any Supplemental Contract executed between Vendor and a CP member.

5.44. **Insurance**

Vendor is required to provide HCDE/CP and/or the CP member with copies of certificates of insurance, naming HCDE/CP and/or the CP member as additional insured's for Texas Workers Compensation and General Liability Insurance, **within 14 business days of contract award and prior to the commencement of any work under this Contract.** Certificates of Insurance, name and address of Vendor, the limits of liability, the effective dates of each policy, and policy number shall be delivered to HCDE/CP and/or the CP member prior to commencement of any work under this Contract. The insurance company insuring Vendor shall be licensed in the State of Texas or the state in which the CP member is located, and shall be acceptable to HCDE/CP and/or the CP member. Vendor shall give HCDE/CP or the CP member a **minimum of ten (10) days'** notice prior to any modifications or cancellation of said policies of insurance. Vendor shall require all subcontractors performing any work under or relating to this Contract to maintain coverage as specified below. Vendor shall, at all times during the Term of this Contract, maintain insurance coverage with not less than the type and requirements shown below. If the CP member has higher insurance requirements than those listed below, such may be added to the Purchase Order. Such insurance is to be provided at the sole cost of the Vendor. These requirements do not establish limits of Vendor's liability.

All policies of insurance shall waive all rights of subrogation against HCDE, CP members, and HCDE/CP and CP members' officers, employees and agents.

Upon request, certified copies of original insurance policies shall be furnished to HCDE/CP and/or to CP members.

HCDE/CP and the CP member, as requested, shall be named as an "additional insured" on insurance policies.

HCDE/CP and the CP member reserve the right to require additional insurance should HCDE/CP or the CP member deem additional insurance necessary, in their sole discretion.

- Workers Compensation (with waiver of subrogation to HCDE/CP and the CP member) Employer's Liability, including all states, U.S. Longshoremen, Harbor Workers and other endorsements.

- Statutory, and Bodily Injury by Accident: $100,000 each employee. Bodily Injury by Disease: $500,000, policy limit $100,000 each employee.

- Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability and where the exposure exists, coverage for watercraft, blasting collapse, and explosions, blowout, cratering and underground damage. $300,000 each occurrence Limit Bodily Injury and Property Damage combined. $300,000 Products-Completed Operations Aggregate Limit $500,000 per Job Aggregate. $300,000 Personal and Advertising Injury Limit.

- Automobile Liability Coverage: $300,000 Combined Liability Limits Bodily Injury and Property Damage Combined.

5.45. **Participation in HCDE/CP**

Vendor acknowledges and agrees that continued participation in the HCDE/CP cooperative purchasing program is subject to HCDE/CP's sole discretion and that Vendor may be removed from the HCDE/CP program at any time, with or without cause, in HCDE/CP's sole discretion. All work resulting from this Contract must cease immediately after completion of the final accepted Purchase Order/Job Order. Nothing in this Contract or in any other communication between HCDE/CP and Vendor may be construed as a guarantee that HCDE/CP or CP members will submit any Purchase Order/Job Order to Vendor at any time.

At a minimum, to continue participation in the HCDE/CP cooperative purchasing program, Vendor must:

- Submit detailed monthly reports of all sales activity (such report is required even if there is no sales activity for a given month);
- Timely remit Administrative Fee(s) to HCDE/CP;
- Market Choice Partners, including inclusion of CP seal on Vendor's website, development and execution of marketing plan, and participation in at least 5 of marketing events (such as trade shows and conferences) annually;
- Maintain a minimum annual sales activity of $15,000;
- Completion of all required forms (such as Form 1295, EDGAR Certifications, etc.); and
- Maintain required insurance and submit updated certificate(s) to CP annually

5.46. **No Agency or Endorsements**

It is the intention of the parties to this Contract that Vendor is independent of HCDE/CP and CP members, is an independent contractor, and is not an employee, agent, joint venturer, or partner of HCDE/CP or any CP member. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE/CP and Vendor, any CP member and Vendor, HCDE/CP and any of Vendor's agents, or any CP member and any of Vendor's agents. Vendor has no power or authority to assume or create any obligation or responsibility on behalf of HCDE/CP or any CP member, and HCDE/CP and HCE members have no power or authority to assume or create any obligation or responsibility on behalf of Vendor. This Contract shall not be construed to create or imply any partnership, agency, or joint venture, nor shall it be construed or deemed an endorsement of a specific company or product. Vendor agrees that HCDE/CP and CP members have no responsibility for any conduct of any of Vendor's employees, agents, representatives, contractors, or subcontractors.

5.47. **Equal Opportunity**

It is the policy of HCDE/CP not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

5.48. **Force Majeure**

Neither HCDE, any CP member, or Vendor shall be deemed to have breached any provision of this Contract as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond HCDE, any CP member, or Vendor's control.

HCDE, CP members, and Vendor are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. The party seeking relief due to force majeure is required to promptly notify the other parties in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Contract has not been terminated. Delay or failure of performance, by either party to this Contract, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event. HCDE, CP members, and Vendor shall not have any claim for damages against any other party resulting from delays caused solely by force majeure. Notwithstanding any other provision of this Contract, in the event the Vendor's performance of its obligations under this Contract is delayed or stopped by a force majeure event, HCDE/CP shall have the option to terminate this Contract. This section shall not be interpreted as to limit or otherwise modify any of HCDE's or CP members' contractual, legal, or equitable rights.

5.49. **Severability**

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

5.50. **Waiver**

No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

5.51. **Entire Agreement**

The Contract, the CSP, Vendor's proposal submitted in response to the CSP, the attached and incorporated attachments, addendum, and/or exhibits, if any, and the Supplemental Contract, if any, contain the entire agreement of the parties relative to the purpose(s) of the Contract and supersede any other representations, agreements, arrangements, negotiations, or understandings, oral or written, between the parties to this Contract. In the event of a conflict between this Contract and the CSP or Vendor's proposal submitted in response to the CSP, this Contract shall control. In the event of a conflict between the CSP and Vendor's proposal submitted in response to the CSP, the CSP shall control. This Contract supersedes any conflicting terms and conditions on any Purchase Order/Job Order, invoices, checks, order acknowledgements, forms, purchase orders, or similar commercial documents relating hereto and which may be issued by Vendor after the Effective Date of this Contract.

In addition to this Contract, a Supplemental Contract between Vendor and the CP member may be established to further detail the terms and conditions of the CP member's specific project. In the event of a conflict between this Contract and the Supplemental Contract, as to HCDE, this Contract shall prevail. In the event of a conflict between this Contract and the Supplemental Contract, as to the CP member, the Supplemental Contract shall prevail unless the Supplemental Contract states otherwise.

5.52. **Interpretation**

Vendor agrees that the normal rules of construction that requires that any ambiguities in this Contract are to be construed against the drafter shall not be employed in the interpretation of this Contract.

5.53. **Notice**

Any notice provided under the terms of this Contract by the parties to any other shall be in writing and shall be given by hand-delivery or by certified or registered mail, return receipt requested. Notice shall be sufficient if made or addressed to the party at the address listed in the signature line of this Contract. Notice shall be deemed effective upon receipt. Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party by certified mail, return receipt requested.

5.54. **Captions**

The captions herein are for convenience and identification purposes only, are not an integral part hereof, and are not to be considered in the interpretation of any part hereof.

5.55 **USDA/TDA Special Terms and Conditions**

The following terms and conditions apply to all procurements and purchases involving federal School Nutrition Program funds. In the event of a conflict or inconsistency between the following terms and conditions and any provision of the Agreement, the procurement solicitation issued by HCDE, or the portion of Vendor's proposal submitted in response to HCDE's procurement solicitation that is satisfactory to HCDE, the following terms and conditions shall control.

5.55.1. Market Basket Analysis

HCDE/CP reserves the right, in its sole discretion, to use a "Market Basket Analysis" method, as that term is defined by applicable USDA/TDA regulations and guidance. The Market Basket Analysis sample is established to represent 75% of the total estimated value of the Contract. The most recent velocity/sales report(s) from

HCDE/CP's current supplier(s) was used to project the balance of the year and adjusted for any estimated change in menu and participation for the following year. As a result, this list of [100] goods to be purchased under this procurement solicitation and any resulting Contract includes the top [60] goods purchased by dollar volume representing the 75% threshold. Prices for the remaining [40] goods listed in this procurement solicitation should also be included, though they will not be a part of the Market Basket Analysis. The Market Basket Analysis shall not be used for service or equipment contracts/procurement solicitations or for Fee-For-Service Processing contracts.

5.55.2 Material Change

If a material change (as the term is defined by TDA rules and regulations) to a contract entered into between HCDE/CP and Vendor occurs, then the contract will not be renewed upon the conclusion of its term. Upon the expiration of the term, HCDE/CP may issue a new RFP for the goods or services procured under the previously-existing contract. Material change for purposes of this Section 5.55.2 means a modification that substantially exceeds the terms of the original contract between HCDE/CP and Vendor.

5.55.3 Supplemental Contracts

Supplemental Contracts are entered into pursuant to the piggyback method delineated in the U.S. Department of Agriculture directive SP 35-2012. Should the "piggybacking" result in a material change to the Contract, HCDE/CP will proceed under Section 5.55.2 of this RFP.

5.55.4 New Products

During the Term of a Contract awarded under this RFP, additional purchases not included in the original RFP list and resulting awarded contract may become necessary and benefit HCDE/CP members. Vendor and HCDE/CP agree that the aggregate value of added purchases during each year of the Contract (if renewed) shall not exceed 10% of the estimated total value of the Contract. The total value of the Contract must be agreed upon, and the dollar value listed in the Contract and each renewal term of the Contract (if any). For purposes of this section, the total value of the Contract includes all contracts awarded as a result of the procurement solicitation to all vendors. For the initial Term of a Contract awarded under this RFP, Vendor and HCDE/CP agree that the total value of the Contract shall be $200 million. Additions of new products may be included in the awarded Contract list during the renewal of the Contract through an amendment to the Contract, and the total Contract value adjusted accordingly. For each renewal term of the Contract, the total actual value of the Contract in the preceding year and the additional new product(s) made during that Term will be the basis for determining the maximum dollar amount (not to exceed 10%) of the additional new product(s) that will be allowed during the next Contract renewal term.

5.55.5 Bonds

Vendor shall provide all bonds, including bid guarantee, performance bond, and payment bond, as applicable under U.S. Department of Agriculture and/or Texas Department of Agriculture rules.

5.55.6 Use by Other Governmental Entities

In the event that HCDE/CP allows other governmental entities to "piggyback" onto any existing contract between HCDE and Vendor entered into pursuant to this procurement solicitation, Vendor agrees and understands that such other governmental entities may include "school food authorities," as that term is used in SP 35-2012. Should the "piggybacking" result in a material change to the Agreement for purposes of USDA/TDA purchases, HCDE/CP will proceed under the foregoing section entitled "Material Changes."

5.55.7 No Guarantee of Quantities

Quantities for purchases paid for with School Nutrition Program funds are subject to change for various reasons, which include, but are not limited to the following: USDA commodity allocation(s), variations in student population, production item substitution(s), changes in consumer taste or expectations, pricing, and nutrition regulatory changes.

5.55.8 Buy American Act

The Buy American Act, set forth in 7 C.F.R. Part 210.21(d), requires that participants in the National School Lunch Program and School Breakfast Program use the federal nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. 7 CFR Part 210.21(d) defines a "domestic commodity or product" as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. "Substantially" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

Because many HCDE/CP members participate in the National School Lunch Program and School Breakfast Program, HCDE/CP requires Vendor to certify whether its products are "domestic commodities or products", as defined by 7 C.F.R. Part 210.21(d). Accordingly, Vendor agrees to provide certification and any necessary documentation requested by HCDE/CP member that the food product was processed in the U.S. and the percentage of U.S. content, by weight or volume, in the food component of processed food products supplied to HCDE/CP members. A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 C.F.R. 210.21(d). "Substantially" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. When USDA Foods items are manufactured into processed end products, 51% of resulting food products must be of United States origin.

Vendor certifies that Vendor shall provide food products that meet the Buy American provision. Vendor further certifies that, in compliance with the Buy American provision, its products are "domestic commodities or products" as defined by 7 C.F.R. § 210.21(d). Vendor further certifies that the food products it supplies are processed in the U.S. and Vendor shall certify the percentage of U.S. content, by weight or volume, in the food component of processed food products supplied to the District.

If Vendor is repetitively unable to provide domestic food products, HCDE/CP member may require Vendor to provide evidence that Vendor is capable of fulfilling the terms and conditions of the Contract and specifically, the Buy American provision. If HCDE/CP member determines that Vendor is not capable of fulfilling the terms and conditions of the Contract and/or specifically, the Buy American provision, HCDE/CP member may terminate its Contract with Vendor. Vendor shall provide documentation that demonstrates that food products meet the Buy American provision.

Vendor must notify the District if a delivery contains non-domestic products, so the District may approve delivery as an exception to the Buy American provision. Vendor certifies that it will adhere to the notification requirements for the Buy American provision.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved by the CP member, upon request, by occurrence (i.e., delivery). Blanket exception approvals are not allowed. The District must determine that the use of a non-domestic food product is appropriate, using the USDA-prescribed questions in making the decision. *See* "Requirements for an Exception," ARM Section 17b Buy American, at p. 19 (August 12, 2020). Vendor agrees to provide information to the District that will assist the District in this determination. The decision to purchase or accept delivery of a non-US product must be made by the District. Vendor agrees to comply with all requirements imposed by applicable law, USDA/TDA guidance, and the District concerning Buy American provision exceptions.

Vendor further agrees to provide HCDE/CP members with documentation verifying that a domestic product is not available and the cost range is reasonable within a reasonable time upon request by HCDE/CP members.

In the event Vendor or Vendor's supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, HCDE/CP members may decide not to purchase from Vendor and/or HCDE/CP may terminate the Contract if Vendor is incapable of fulfilling the terms and conditions of the Contract, including the Buy American requirements.

Additionally, HCDE/CP members may require country of origin on all products and invoices submitted for payment by Vendor, and Vendor agrees to comply with any such requirement.

5.55.9 Records Retention

When school nutrition program funds are expended by HCDE or any CP member pursuant to this Contract, Vendor certifies that it will comply with the record retention requirements promulgated by USDA/TDA. Vendor further certifies that Vendor will retain all records as required by USDA/TDA for a period of five (5) years after the end of the fiscal year to which the documentation/records pertain. Vendor further certifies that these records must be accessible to appropriate HCDE/CP member and federal or state reviewers. *See* TDA ARMS Manual, 17.107.

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Annual Lift Station Rehabilitation - James Street and North Main Street (LFST2103)

Company Name: Pfeiffer & Son, LTD

Department: Public Works/Engineering/BAWA

Date: 04/20/2026 **Council Date:** 05/14/2026

A review of the above-described company was made in accordance with 2-663 of the City of Baytown Code of Ordinances and the aforementioned company was found:

☐ to be indebted to the City in the following areas:

_____
_____
_____

☑ not to be indebted to the City.

It is hereby certified the above is true and correct based on the best information available.

_____ 04/20/2026
Director of Finance Date

For information regarding this certificate, please contact the Finance Director at 281-420-6531.

If an appeal to this determination is to be filed under section 2-664 of this code, please forward to the following address:

City of Baytown
Director of Finance
P O Box 424
Baytown, TX 77522-0424

CITY COUNCIL MEETING 7. o.

Meeting Date: 05/14/2026
Subject: Consider an ordinance authorizing Amendment No. 1 to the Professional Services Agreement with Johnston, LLC, for the Traffic Control Building Reconstruction Project
Prepared for: Sharon Valiante, Public Works/Engineering/BAWA
Prepared by: Jamie Wimmer, Public Works/Engineering/BAWA
Department: Public Works/Engineering/BAWA

Information

ITEM

Consider an ordinance authorizing Amendment No. 1 to the Professional Services Agreement with Johnston, LLC, for the Traffic Control Building Reconstruction Project.

PREFACE

This proposed ordinance authorizes Amendment No. 1 for the Traffic Control Building Reconstruction Project with Johnston, LLC, in the amount of $41,400.00.

This amendment is for additional services for the Traffic Control Building Reconstruction Project. Services include changes in the Pre-Engineered Metal Building (PEMB) shop drawings, consisting of general, civil, structural, architectural, mechanical, electric, plumbing and technology. Drawing and specification design updates are needed to select new mechanical equipment, because the type of refrigerant used in the equipment is no longer permitted by federal regulations, and therefore, no longer available. Other items include updating drawings for the interior door hardware, review of building codes due to the PEMB and mechanical regulatory design changes, and construction administration of the foundation and shell only.

The original contract amount was $131,032.00. The addition of Amendment No. 1 for $41,400.00 will bring the revised total contract amount to $172,432.00.

Fiscal Impact

Fiscal Year: 2026
Acct Code: 11003011-56931
Source of Funds (Operating/Capital/Bonds): Capital
Funds Budgeted Y/N: Y
Amount Needed: $41,400.00
Fiscal Impact (Additional Information):
FACI2306-GF-CIPF-FA-ENGINEERIN-OPERATCASH

Attachments

Ordinance-Am PSA Johnston
Exhibit A- Traffic Building- Amendment 1- Johnston LLC
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH JOHNSTON LLC, FOR PROFESSIONAL SERVICES FOR THE TRAFFIC BUILDING RECONSTRUCTION PROJECT IN THE AMOUNT OF FORTY-ONE THOUSAND, FOUR-HUNDRED DOLLARS ($41,400.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown, Texas, hereby authorizes and directs the City Manager to execute and the City Clerk to attest to Amendment No. 1 to the Professional Services Agreement with Johnston LLC, for professional services for the Traffic Building Reconstruction Project in the amount of FORTY-ONE THOUSAND, FOUR-HUNDRED DOLLARS ($41,400.00). A copy of said agreement is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

Section 2: That the City Council of the City of Baytown authorizes payment to Johnston LLC, in a total amount not to exceed ONE-HUNDRED, SEVENTY-TWO THOUSAND, FOUR-HUNDRED, THIRTY-TWO DOLLARS ($172,432.00) for professional services in accordance with the agreement and the amendment authorized in Section 1 hereinabove.

Section 3: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 14th day of May, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

EXHIBIT A

Consulting Services Contract Amendment

Traffic Control Building Reconstruction Project

Date of Issuance: 04/07/2026
Consultant: Johnston, LLC.

Amendment No: 01
Project No: FACI2306
Contact/PO#: 2261871

Explanation:

This amendment incorporates additional services associated with the Traffic Building Reconstruction Project. Construction documents need updating to reflect changes in the following areas. (a) Changes in the Pre-Engineered Metal Building (PEMB) shop drawings, consisting of general, civil, structural, architectural, mechanical, electrical, plumbing and technology. (b) Update mechanical and electrical drawings and specifications, to design and select new mechanical equipment due to changes in federal regulations. (c) Update architectural drawings to indicate interior doors which need a lock function. (d) Update the review of building code and coordinate between disciplines due to the PEMB and mechanical regulatory design changes. (e) Construction administration of the foundation and shell only.

Description of Work	Cost	Time
1. Update Construction Drawings & Specifications, signed and sealed	$ 38,800.00	0 Days
2. Services for Procurement	$ 2,600.00	0 Days
Total	**$ 41,400.00**	**0 Days**

Proposal Scope/Schedule: The additional scope of work and the schedule associated with the same, are attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

Cost & Time Change Summary:	Cost	Time
Original Contract:	$131,032.00	0 Days
Previous Amendment(s):	$ 0.00	0 Days
Net increase (decrease) from this Amendment:	$ 41,400.00	0 Days
Revised Contract:	**$ 172,432.00**	**0 Days**
Percent increase (decrease) this Amendment (31.59%)		
Percent increase (decrease) all Amendments (31.59%)		

[Remainder of Page Purposely Left Blank]

Consultant agrees to perform changes(s) included in this Contract Amendment for the price and time indicated. The prices for changes included all costs associated with this Contract Amendment.

No work is to be done until this Amendment is executed. No payment to the Consultant shall be made for work included in the Amendment until this Amendment is executed.

Unless a different meaning clearly appears from the context, words and phrases as used in this Amendment, the terms and phrases as used herein shall have the same meanings as in the Agreement. The provisions of this Amendment and the Agreement and all previous amendments, if any, shall be read together and construed as one agreement provided that, in the event of any conflict or inconsistency, between the provisions of this Amendment and the provisions of the Agreement and any previous amendment, the provisions of this Amendment shall control. This Amendment has been jointly negotiated by the parties hereunder and shall not be construed against a party hereunder because that party may have assumed primary responsibility for the drafting of this Amendment. By this Amendment, the City does not consent to litigation or suit, and the City hereby expressly revokes any consent to litigation that it may have granted by the terms of this Amendment, the Agreement or any other contract or agreement or addenda, any charter, or applicable state law. Nothing contained in this Amendment or in the Agreement shall be construed in any way to limit or to waive the City's sovereign immunity.

The persons executing this Agreement hereby represent that each party has the full power and authority to enter into and perform pursuant to the Amendment, and that each has been properly authorized and empowered to enter into the Amendment.

Upon execution by all parties, the following changes identified for the Contract Value and/or Contract Time shown, are made part of the Contract.

APPROVED:

By: _____ Date: 04/22/2026
Consultant

J.Alan Johnston
Printed Name

President
Title

By: _____ Date: 4/23/26
Project Manager

Printed Name

By: _____ Date: 4-23-26
Business Asset Team Member

Taylor Khoury
Printed Name

APPROVED:

By: _____ Date: _____
JASON E. REYNOLDS, City Manager

APPROVED AS TO CONTENT:

By: Sharon.Valiente Digitally signed by Sharon.Valiente DN: E=Sharon.Valiente@baytown.org, CN=Sharon.Valiente, OU=Public Works Users, OU=Public Works Depts, DC=baytown, DC=net Date: 2026.04.27 09:00:47-05'00' Date: _____
SHARON VALIANTE, Interim Director

APPROVED AS TO FUNDING:

By: _____ Date: 4/28/26
TERESA McKENZIE, Chief Financial Officer

JOHNSTON

December 12, 2025
Revised December 17, 2025
Revised March 19, 2026
Revised April 6, 2026

Ms. Sharon Valiante
Interim Director of Public Works
City of Baytown
2401 Market St
Baytown, TX 77520

Re: Professional Design Services Proposal for
City of Baytown Traffic Building
Additional Services Request No. 02

Dear Ms. Valiante:

We understand that our scope of services has changed from our original proposal dated March 28, 2022. We appreciate the opportunity to submit this proposal to provide further Architectural and Engineering design services for this project. Please refer to the original approved proposal for information and clarifications which remain valid for this additional service.

PROJECT INFORMATION

GENERAL DESCRIPTION OF **PROJECT CHANGE**

- Date of meeting: November 14, 2025
- The construction documents, which have the most current date of July 27, 2023, will need to be updated to reflect the changes to the design indicated in the PEMB shop drawings, dated 6/24/2025.
- The type of refrigerant used in the specified mechanical equipment is no longer permitted by federal regulations and is therefore no longer available.
- There was no interior door hardware included in the construction documents, and this will be provided at no charge.
- A re-review of the building code and coordination between disciplines due to the PEMB and regulatory design changes, and any supporting details will be provided at no charge.
- Mr. Frank Simoneaux requested the additional services for the Construction Documents and Construction Administration of the foundation and shell only.

Our understanding of the additional scope of service is to provide the following services and update deliverables.

JOHNSTON

ADDITIONAL SERVICES

The following is a summary of the additional services:

1. Update the construction documents to reflect the changes indicated in the PEMB shop drawings.

   Deliverables: Revised drawings consisting of the General, Civil, Structural, Architectural, Mechanical, Electrical, Plumbing and Technology.

2. Update the construction documents and specifications to design and select new mechanical equipment due to changes in federal regulations.

   Deliverables: Updated mechanical and electrical drawings and specifications.

3. Interior door hardware sets.
   Items needed: Indicate interior doors which need a lock function.

   Deliverables: Updated architectural drawings and specifications.

4. Update the review of the building code and coordinate between disciplines due to the PEMB and mechanical regulatory design changes.

   Deliverables: Updated architectural drawings and specifications.

COMPENSATION

Compensation for the Professional Design Services described in this letter will be established as a **Lump Sum Amount.** Johnston will bill you for work completed monthly. We request payment within 30 days of invoice date. Reimbursable expenses incurred by Johnston in connection with the project are included in the professional service fee quoted.

Total Additional Services Fee:

FORTY-ONE THOUSAND, FOUR HUNDRED DOLLARS ($ 41,400.00)

Additional Services:		
Update Construction Drawings and Specifications, signed and sealed	$	38,800.00
Services for Procurement	$	2,600.00
Total Additional Services Fee:		**41,400.00**

This ASR is **valid for 90 days** from the date indicated on this request.

JOHNSTON

If you have any questions concerning this proposal, please contact us at 713.244.8300. We will be happy to meet with you to discuss in more detail. We thank you again for this opportunity and look forward to moving ahead. If the above meets with your approval, please sign below and return to Johnston. We are prepared to commence with this work immediately upon your approval.

Sincerely,

Accepted for Johnston, LLC:

David Butler, AIA
Senior Project Manager
Johnston, LLC

April 6, 2026
Date Signed

Accepted for City of Baytown:

Authorized Signature

Print Name/Title

Date Signed

STATEMENT OF JURISDICTION. *The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, (512) 305-9000, has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas.*

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Traffic Control Building (FACI2306)

Project Name:

Company Name: Johnston, LLC

Department: Public Works/Engineering/BAWA

Date: 04/22/2026 **Council Date:** 05/14/2026

A review of the above-described company was made in accordance with 2-663 of the City of Baytown Code of Ordinances and the aforementioned company was found:

☐ to be indebted to the City in the following areas:

_____

_____

_____

☑ not to be indebted to the City.

It is hereby certified the above is true and correct based on the best information available.

Teresa McKenzie — 04/22/2026

Director of Finance — Date

For information regarding this certificate, please contact the Finance Director at 281-420-6531.

If an appeal to this determination is to be filed under section 2-664 of this code, please forward to the following address:

City of Baytown
Director of Finance
P O Box 424
Baytown, TX 77522-0424

CITY COUNCIL MEETING 7. p.

Meeting Date: 05/14/2026
Subject: Consider an ordinance authorizing a Water Metering Device and Access Easement with CFT NV Developments, LLC
Prepared for: Sharon Valiante, Public Works/Engineering/BAWA
Prepared by: Juan Macias, Public Works/Engineering/BAWA
Department: Public Works/Engineering/BAWA

Information

ITEM

Consider an ordinance authorizing a Water Metering Device and Access Easement with CFT NV Developments, LLC.

PREFACE

This proposed ordinance authorizes a Water Metering Device and Access Easement with CFT NV Developments, LLC., for Panda Express located at 8451 North SH146, Baytown, Texas, 77523. This easement will grant the City of Baytown its successors and assigns, a perpetual, non-exclusive easement for the purpose of accessing, inspecting, and maintaining water metering devices located within the said easement, including the right of ingress and egress over the easement for such purposes. The said easement being more particularly defined in the metes and bounds attached.

Fiscal Impact

Fiscal Year: 2026
Acct Code: N.A.
Source of Funds (Operating/Capital/Bonds):
Funds Budgeted Y/N:
Amount Needed: 0
Fiscal Impact (Additional Information):
No fiscal impact.

Attachments

Ordinance Accepting Water Meter And Access Easement
Exhibit A - Water Meter adn Access Easement

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, ACCEPTING A WATER METERING DEVICE AND ACCESS EASEMENT AGREEMENT WITH CFT NV DEVELOPMENTS, LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST THE SAME; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown, Texas, hereby accepts a Water Metering Device and Access Easement Agreement with CFT NV Developments, LLC, and authorizes the City Manager to execute and the City Clerk to attest to the same. Such easement is attached hereto as Exhibit "A," and is incorporated herein for all intents and purposes.

Section 2: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 14th day of May, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

/opt/datalogics/public/10246c863-0a9e-4d5e-ae35-aa0ecb91b1ea/28203_Ordinance_Accepting_Water_Meter_Easement.kh.docx

EXHIBIT A

RECORDING REQUESTED BY:
CFT NV Developments, LLC

AND WHEN RECORDED MAIL TO:
CFT NV Developments, LLC
1683 Walnut Grove Avenue
Rosemead, CA 91770
Attn: Real Estate Legal Department

WITH A COPY TO:
City of Baytown
Attn: City Clerk
P.O. Box 424
Baytown, Texas 77522

SPACE ABOVE THIS LINE FOR RECORDER'S USE

WATER METERING DEVICE AND ACCESS EASEMENT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

THIS INDENTURE, made this ___ day of April, 2026, by and between **CFT NV DEVELOPMENTS, LLC**, a Nevada limited liability company (hereinafter referred to as "**Grantor**"), and **CITY OF BAYTOWN**, a political subdivision of the State of Texas (hereinafter referred to as "**Grantee**").

WITNESSETH**:** That the said Grantor, for and in consideration of the sum of **ONE DOLLAR ($1.00)** and other valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto the Grantee, its successors and assigns, the easement described below.

Grantor does hereby grant and convey to Grantee, its successors and assigns, a perpetual, non-exclusive easement for the purpose of accessing, inspecting, and maintaining water metering devices located within the said easement, including the right of ingress and egress over the easement for such purposes. The said easement being more particularly defined in the metes and bounds description attached as Exhibit "A," which by reference is incorporated herein.

When practicable, Grantee shall provide Grantor with prior notice of non-emergency entry onto the Easement Area for scheduled maintenance or construction activities and shall conduct its activities in a commercially reasonable manner to minimize interference with Grantor's operations.

Grantee shall, at its sole cost and expense, promptly repair any damage to the Easement Area or adjacent property caused by Grantee or its employees and restore affected areas to substantially the same condition that existed immediately prior to the work, reasonable wear and tear excepted.

Grantor reserves the right to use and enjoy the surface and subsurface of the Easement Area for any and all purposes that are compatible with, and do not materially interfere with, Grantee's rights expressly granted herein, including without limitation paving, landscaping, parking, drive aisles, utilities, signage, and fencing with gates providing Grantee access, provided such uses do not prevent reasonable access to and operation of the water metering device.

Grantor does hereby covenant with Grantee that it is the owner of record and lawfully seized and possessed of the property above described; that it has a good and lawful right to convey said property or any part thereof; that said property is free from all encumbrances; and that Grantor will forever warrant and defend title thereto against the lawful claims of any persons whomsoever. Notwithstanding the foregoing, Grantee shall be responsible, to the extent allowed by Texas law, for any damage to the Easement Area or adjacent property caused by the negligent acts or omissions of Grantee or its employees in connection with Grantee's use of the Easement Area.

TO HAVE AND TO HOLD, the said easement unto the Grantee, its successors and/or assigns forever.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties have executed this Indenture as of the day and year first above written.

GRANTOR:
CFT NV DEVELOPMENTS, LLC,
a Nevada limited liability company

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____

(Notary to attach acknowledgment for each signature.)

Exhibit “A”

METES AND BOUNDS DESCRIPTION
FOR
WATER METER EASEMENT

A 0.0005 of an acre, or 20 square feet more or less, being a portion of Lot 10, Block 2 of Final Plat of Chambers Commons Subdivision, as recorded in Plat No. 2023-197006 of the Plat Records of Chambers County, Texas and being a portion out of a called 12.70 acre tract, conveyed to KM 146 Partners, LP, described in a deed recorded in Clerk's File No. 2024-204198 of the Official Public Records of Chambers County, Texas, situated in the William Bloodgood Survey, Abstract No. 4, in Chambers County, Texas. Said 0005 of an acre being more fully described as follows, with bearings based on the Texas Coordinate System of 1983, South Central Zone from the North American Datum of 1983 (NA2011) epoch 2010.00:

COMMENCING: At an "X" in concrete found for the southwest corner of said Lot 10 and northwest corner of Lot 11, of said Block 2, located on the east line of Lot 7, Block 2 of Chambers Commons Amending Plat No. 1, as recorded in Plat No. 2024-206575 of the Plat Records of Chambers County, Texas;

THENCE: Departing the east line of said Lot 7, over and across said Lot 10, the following courses and distances:

S 79°45'40" E, a distance of 19.11 feet to the POINT OF BEGINNING and southwest corner of the herein described tract;

N 12°07'20" E, a distance of 10.00 feet to a point for northwest corner of the herein described tract;

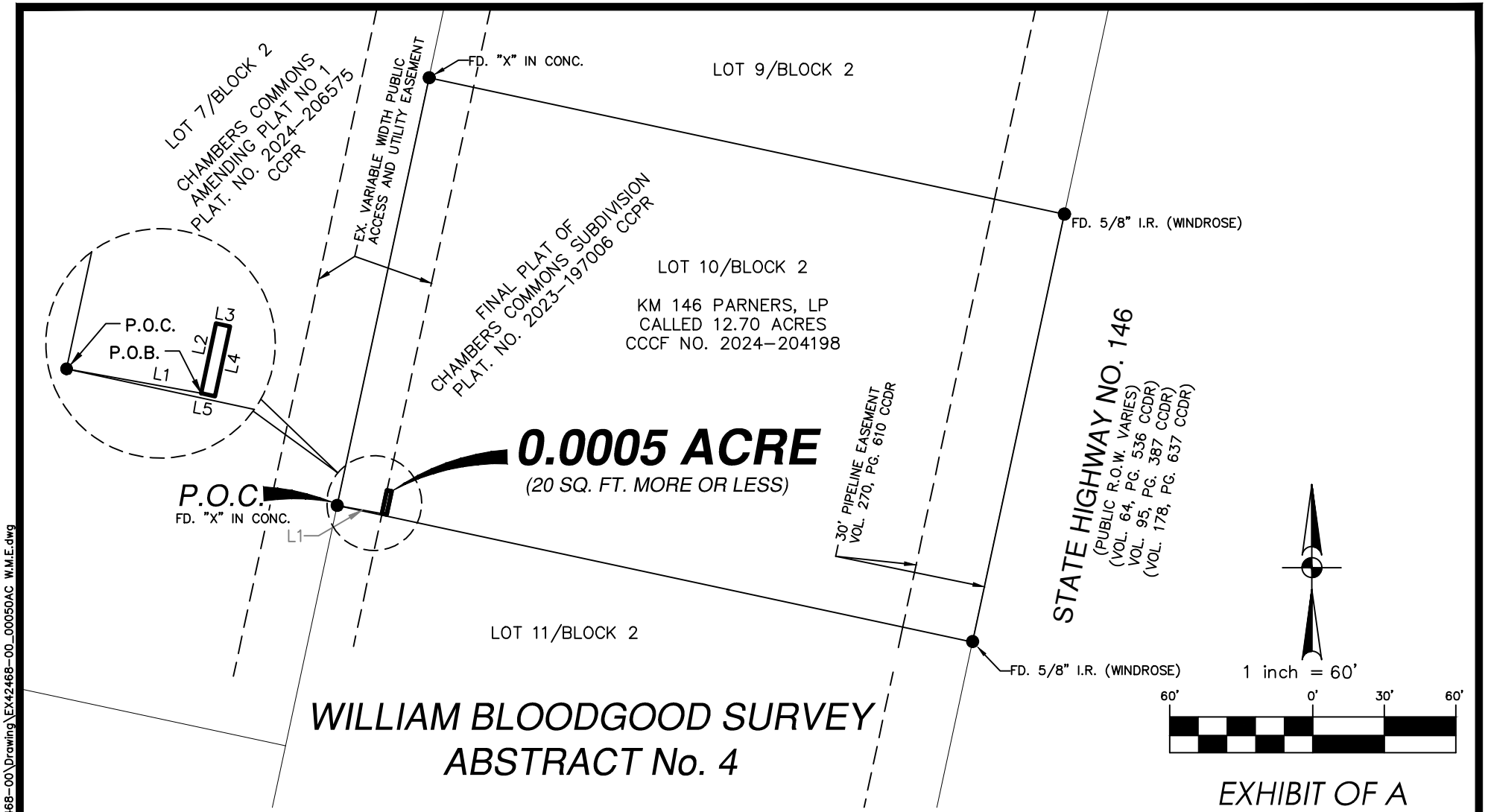
S 77°52'40" E, a distance of 2.00 feet to a point for northeast corner of the herein described tract;

S 12°07'20" W, a distance of 10.00 feet to a point for southeast corner of the herein described tract;

N 77°52'40" W, a distance of 2.00 feet to the POINT OF BEGINNING, and containing 0005 of an acre in Chambers County, Texas. Said tract being described in accordance with a survey made on the ground and a survey map prepared under job number ***42468-00*** by Pape-Dawson Engineers, Inc.

BY: Pape-Dawson Engineers, Inc.
DATE: November 11, 2025
Job No.: 42468-00
DOC. ID. K:\Survey\PROJECTS\CIVIL HOUSTON\42468-00\Word\FN42468-00_20 SF W.M.E.docx
Texas Registered Engineering Firm # 470
Texas Registered Surveying Firm # 10028800





NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HEREWITH INCLUDE THE PREPARATION OF A METES AND BOUNDS.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 (NA2011) epoch 2010.00.

LEGEND:

CCCF	CHAMBERS COUNTY CLERK'S FILE
CCMR	CHAMBERS COUNTY MAP RECORDS
CCDR	CHAMBERS COUNTY DEED RECORDS
FD.	FOUND
I.R.	IRON ROD
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
NO.	NUMBER
R.O.W.	RIGHT -OF -WAY

LINE TABLE		
LINE	BEARING	LENGTH
L1	S79°45'40"E	19.11'
L2	N12°07'20"E	10.00'
L3	S77°52'40"E	2.00'
L4	S12°07'20"W	10.00'
L5	N77°52'40"W	2.00'

EXHIBIT OF A

2'X10' WATER METER EASEMENT

0.0005 ACRE,(20 SQ. FT.)
CITY OF BAYTOWN,
CHAMBERS COUNTY, TEXAS.

PAPE-DAWSON
2107 CITYWEST BLVD, 3RD FLR I HOUSTON, TX 77042 I 713.428.2400
TEXAS ENGINEERING FIRM #470 I TEXAS SURVEYING FIRM #10028800

SHEET 1 OF 1
NOVEMBER 2025 ~ JOB No.: 42468-00

Date: Nov 11, 2025, 3:01pm User ID: bmcallister
File: K:\Survey\PROJECTS\CIVIL HOUSTON\42468-00\Drawing\EX42468-00_00050AC W.M.E.dwg

CITY COUNCIL MEETING 8. a.

Meeting Date: 05/14/2026
Subject: Confirmation of the City Manager's appointment of the Director of Public Works & Engineering
Prepared for: Jason Reynolds, City Management **Prepared by:** Joey Lopez, Human Resources
Department: City Management

Information

ITEM

Consider the confirmation of the City Manager's appointment of the Director of Public Works & Engineering.

PREFACE

The Baytown City Charter requires that City Council confirm the appointment of department heads, which are presented to Council by the City Manager. Therefore, this item allows the Council to confirm the City Manager's appointment of Mrs. Carol Haddock as the Director of Public Works & Engineering for the City of Baytown.

Fiscal Impact

Fiscal Year:
Acct Code:
Source of Funds (Operating/Capital/Bonds):
Funds Budgeted Y/N:
Amount Needed:
Fiscal Impact (Additional Information):
This is a budgeted position in the adopted budget.

Attachments

Resolution Confirming City Managers Appointment of PWE Director

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, CONFIRMING THE CITY MANAGER'S APPOINTMENT OF CAROL HADDOCK AS THE DIRECTOR OF THE PUBLIC WORKS AND ENGINEERING DEPARTMENT; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

WHEREAS, Section 20 of the Charter of the City of Baytown, Texas provides that the appointment of department heads within the City be subject to the approval of the City Council of the City of Baytown;

WHEREAS, the City Manager has appointed Carol Haddock as the Director of the Public Works and Engineering Department; and

WHEREAS, the City Council of the City of Baytown now desires to approve the City Manager's appointment of Carol Haddock as the Director of the Public Works and Engineering Department; NOW, THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown, Texas hereby confirms the City Manager's appointment of Carol Haddock as the Director of the Public Works and Engineering Department.

Section 2: This resolution shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 14th day of May, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

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CITY COUNCIL MEETING 11. a.

Meeting Date: 05/14/2026

Subject: Recess into and conduct an executive session pursuant to Section 551.074 of the Texas Government Code to discuss personnel matters regarding the City Manager.

Prepared by: Gabriella Gonzales, City Clerk's Office

Department: City Clerk's Office

Information

ITEM

Recess into and conduct an executive session pursuant to Section 551.074 of the Texas Government Code to discuss personnel matters regarding the City Manager.

PREFACE

Recess into and conduct an executive session pursuant to Section 551.074 of the Texas Government Code to discuss personnel matters regarding the City Manager.

CITY COUNCIL MEETING 11. b.

Meeting Date: 05/14/2026
Subject: Executive Session pursuant to Section 551.071
Prepared by: Miriam Hernandez, City Clerk's Office
Department: City Clerk's Office

Information

ITEM

Recess into and conduct an executive session pursuant to Section 551.071 of the Texas Government Code to seek the advice of the City's Attorney(s).

PREFACE

This allows City Council to recess into executive session to seek the advice of the City's Attorney(s).

CITY COUNCIL MEETING 11. c.

Meeting Date: 05/14/2026
Subject: Executive session - 551.072 and/or 551.087
Prepared by: Gabriella Gonzales, City Clerk's Office
Department: City Clerk's Office

Information

ITEM

Recess into and conduct an executive session pursuant to Texas Government Code Sections 551.072 and/or 551.087 to deliberate the purchase, exchange, lease, or value of real property; and/or to deliberate regarding economic development negotiations.

PREFACE

Recess into and conduct an executive session pursuant to Texas Government Code Sections 551.072 and/or 551.087 to deliberate the purchase, exchange, lease, or value of real property; and/or to deliberate regarding economic development negotiations.