

# H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement-USCC Services, LLC-Public Services-20-00247

## GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and USCC Services, LLC, hereinafter referred to as the Contractor, having its principal place of business at 8410 West Bryn Mawr Avenue, Chicago, IL 60631.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

### **ARTICLE 1: LEGAL AUTHORITY**

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

### **ARTICLE 2: APPLICABLE LAWS**

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

### **ARTICLE 3: INDEPENDENT CONTRACTOR**

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

### **ARTICLE 4: WHOLE AGREEMENT**

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

### **ARTICLE 5: SCOPE OF SERVICES**

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

#### **ARTICLE 6: PERFORMANCE PERIOD**

This Agreement shall be performed during the period which begins Mar 01 2020 and ends Sep 30 2022. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 12, which shall be fully executed by both parties to this Agreement.

#### **ARTICLE 7: PAYMENT OR FUNDING**

Payment provisions under this Agreement are outlined in the Special Provisions.

#### **ARTICLE 8: REPORTING REQUIREMENTS**

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 13 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement

#### **ARTICLE 9: INSURANCE**

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

#### **ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS**

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

#### **ARTICLE 11: EXAMINATION AND RETENTION OF RECORDS**

Contractor shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. H-GAC, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of Contractor. Failure to provide access to records may be cause for termination of this Contract. Contractor shall maintain all records pertinent to this Contract for a period of not less than seven (7) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Contractor further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that H-GAC's duly authorized representatives, shall, until the expiration of seven (7) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and

copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract. The Contractor understands and agrees that the Contractor shall be liable to H-GAC for any findings that result in monetary obligations to H-GAC.

#### **ARTICLE 12: CHANGES AND AMENDMENTS**

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

#### **ARTICLE 13: TERMINATION PROCEDURES**

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

##### ***A. Convenience***

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

##### ***B. Default***

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

#### **ARTICLE 14: SEVERABILITY**

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

#### **ARTICLE 15: FORCE MAJEURE**

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event,

the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

#### **ARTICLE 16: CONFLICT OF INTEREST**

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

#### **ARTICLE 17: FEDERAL COMPLIANCE**

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) 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 (P.L. 94-163).

#### **ARTICLE 18: CRIMINAL PROVISIONS AND SANCTIONS**

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be

reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

#### **ARTICLE 19: INDEMNIFICATION AND RECOVERY**

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

#### **ARTICLE 20: LIMITATION OF CONTRACTOR'S LIABILITY**

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

#### **ARTICLE 21: TITLES NOT RESTRICTIVE**

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

#### **ARTICLE 22: JOINT WORK PRODUCT**

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

#### **ARTICLE 23: DISPUTES**

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under

this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H- GAC's final decision.

**ARTICLE 24: CHOICE OF LAW: VENUE**

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

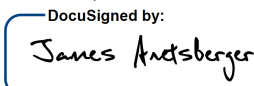
**ARTICLE 25: ORDER OF PRIORITY**

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.


**SIGNATURES:**

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

**USCC Services, LLC**

Signature   
Name James Anetsberger  
Title VP Sales-Business Channel  
Date 3/11/2020

**H-GAC**

Signature   
Name Chuck Wemple  
Title Executive Director  
Date 3/10/2020

# H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

**Cooperative Agreement - USCC Services, LLC - Public Services-20-00247**

---

## SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

### **ARTICLE 1: BIDS/PROPOSALS INCORPORATED**

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

### **ARTICLE 2: END USER AGREEMENTS ("EUA")**

**H-GAC** acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA") with the **Contractor** through this Agreement, and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC**. Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS**. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor**.

### **ARTICLE 3: PARTY LIABILITY**

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to **END USER**, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

### **ARTICLE 4: GOVERNING LAW & VENUE**

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.



## **ARTICLE 5: SALES AND ORDER PROCESSING CHARGE**

**Contractor** shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an **END USER** order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent **END USER** acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an **END USER**'s payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement, including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC**. Further, **Contractor** agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor**. At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by **Contractor**.

## **ARTICLE 6: LIQUIDATED DAMAGES**

Contractor and H-GAC agree that Contractor shall cooperate with the **END USER** at the time an **END USER** purchase order is placed, to determine terms for any liquidated damages.

## **ARTICLE 7: INSURANCE**

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage minimums:

- a. **General liability** insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.  
**Product liability** insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.  
**Property Damage or Destruction** insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.
- b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
- c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
- d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties

are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.

- e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

#### **ARTICLE 8: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS**

**H-GAC's** contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

#### **ARTICLE 9: CHANGE OF STATUS**

**Contractor** shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

#### **ARTICLE 10: TEXAS MOTOR VEHICLE BOARD LICENSING**

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

		<b>Attachment A USCC Services, LLC Wireless &amp; VOIP Telecommunication Equipment and Services Contract No: CW10-19</b>	
<b>Manufacturer</b>	<b>Product Category (ex. Wireless Equipment, VOIP)</b>	<b>Product Summary (Quick Summary of your Offerings for this Proposal)</b>	<b>Offered Price</b>
		Individual Line plans include the following features: Unlimited Voice, Unlimited Text, Unlimited International texting from USCC footprint, Voicemail, Call Waiting, Caller ID, Call Forwarding, 3-Way Calling, Tethering	<b>Offered Price (Discounted @ 45%)</b>
	Individual Line - Basic Phone	Basic phone - unlimited voice & messaging	\$22.00
	Individual Line - Basic Phone	Basic phone - unlimited voice & messaging & 300MB of 4G LTE data (data reduced to 1X speeds after 4G data limit is reached)	\$27.50
			<b>Offered Price (Discounted @ 25%)</b>
	Individual Line - Smartphone	Smartphone - unlimited voice & messaging and 5GB 4G LTE of data (data reduced to 2G speeds after 4G data limit is reached)	\$37.50
	Individual Line - Smartphone	Smartphone - unlimited voice & messaging and 10GB 4G LTE of data (data reduced to 2G speeds after 4G data limit is reached)	\$45.00
	Individual Line - Smartphone	Smartphone - unlimited voice & messaging and 20GB 4G LTE of data (data reduced to 2G speeds after 4G data limit is reached)	\$52.50
	Individual Line - Data only	Connected devices data only - 5GB of 4G LTE data (data reduced to 2G speeds after 4G data limit is reached)	\$30.00
	Individual Line - Data only	Connected devices data only - 10GB of 4G LTE data (data reduced to 2G speeds after 4G data limit is reached)	\$37.50
	Individual Line - Data only	Connected devices data only - 20GB of 4G LTE data (data reduced to 2G speeds after 4G data limit is reached)	\$59.99
		Shared Data plans include the following features at no additional charge: Unlimited Text, Unlimited International texting from USCC footprint, Voicemail, Call Waiting, Caller ID, Call Forwarding, 3-Way Calling. Device connection fees per line must be used with choice of Shared Voice & Data packages listed below	
	<b>Shared Data Plans (SD)</b>	<b><u>Shared Data Monthly Connection Fees/line</u></b>	<b>Offered Price</b>

	Monthly Connection Fee	Basic Phones	\$20.00
	Monthly Connection Fee	Smartphones	\$35.00
	Monthly Connection Fee	Hotspot/Modem/Router/Home Phone	\$20.00
	Monthly Connection Fee	Router + Voice	\$30.00
	Monthly Connection Fee	Tablet	\$10.00
	Monthly Connection Fee	Remote Monitoring	\$10.00
		<b><u>Shared Data Voice &amp; Data packages (standard overage charges apply - \$15/GB) for use with a combination of voice and connected device Shared Data monthly connection fees/ line listed above</u></b>	<b>Offered Price (Discounted @ 25%)</b>
	Maximum line count 100	35 GB Voice & Data	\$150.00
	Maximum line count 100	40 GB Voice & Data	\$206.25
	Maximum line count 100	50 GB Voice & Data	\$262.50
	Maximum line count 100	85 GB Voice & Data	\$375.00
	Maximum line count 100	100 GB Voice & Data	\$487.50
	Maximum line count 100	150 GB Voice & Data	\$562.50
	Maximum line count 100	200 GB Voice & Data	\$750.00
		<b><u>Shared Data - Data Only Packages (standard overage charges apply - \$15/GB) for use with connected device only monthly connection charges listed above</u></b>	<b>Offered Price (Discounted @ 25%)</b>
	Maximum line count 25	30 GB for use with Connected Devices Only	\$138.75
	Maximum line count 25	40 GB for use with Connected Devices Only	\$195.00
	Maximum line count 25	50 GB for use with Connected Devices Only	\$251.25
	Maximum line count 50	75 GB for use with Connected Devices Only	\$390.00
	Maximum line count 50	100 GB for use with Connected Devices Only	\$532.50
	Maximum line count 100	150 GB for use with Connected Devices Only	\$768.75
	Maximum line count 100	200 GB for use with Connected Devices Only	\$1,050.00

	First Responder Plan - Customer Owned Equipment	Unlimited data (not subject to speed reductions "throttling"), text, voice and roaming plan only available to First Responders with NAICS codes of Police (922120), Ambulance (621910) and Fire (922160). Includes Data Priority for Public Safety and Wireless Priority Service at no additional charge. Plan not eligible for discount.	\$49.99
	First Responder Plan - Subsidy Equipment	Unlimited data (not subject to speed reductions "throttling"), text, voice and roaming plan only available to First Responders with NAICS codes of Police (922120), Ambulance (621910) and Fire (922160). Includes Data Priority for Public Safety and Wireless Priority Service at no additional charge. Plan not eligible for discount.	\$39.99
	<b>M2M Pooled Plans</b>	<b>Data Overage Charge (Flat Rate)</b>	<b>Offered Price (Discounted @ 30%)</b>
		<b>IoT Plans are listed below. FlexIP is an additional \$4 per month per line</b>	
	IoT_LTE/CDMA_1 MB	\$4/MB overage	\$3.50
	IoT_LTE/CDMA_2 MB	\$4/MB overage rate	\$3.85
	IoT_LTE/CDMA_3 MB	\$4/MB overage rate	\$4.20
	IoT_LTE/CDMA_4 MB	\$4/MB overage rate	\$4.55
	IoT_LTE/CDMA_5 MB	\$4/MB overage rate	\$4.90
	IoT_LTE/CDMA_10 MB	\$4/MB overage rate	\$5.95
	IoT_LTE/CDMA_25 MB	\$4/MB overage rate	\$7.00
	IoT_LTE/CDMA_50 MB	\$4/MB overage rate	\$9.10
	IoT_LTE/CDMA_100 MB	\$4/MB overage rate	\$10.33
	IoT_LTE/CDMA_150 MB	\$.05/MB overage rate	\$12.60
	IoT_LTE/CDMA_250 MB	\$.05/MB overage rate	\$14.00
	IoT_LTE/CDMA_1 GB	\$.05/MB overage rate	\$17.50
	IoT_LTE/CDMA_5 GB	\$.02/MB overage rate	\$35.00
	IoT_LTE/CDMA_10 GB	\$.02/MB overage rate	\$56.00
	IoT_LTE/CDMA_15 GB	\$.02/MB overage rate	\$112.00
	IoT_LTE/CDMA_20 GB	\$.02/MB overage rate	\$182.00
	VAS	<b><i>An IOT plan is required for use with any of the VAS offerings where applicable</i></b>	
	VAS	Mobile Device Management /Enterprise Mobility Management (MDM/EMM) - Maas360	\$4/line/month

	VAS	One time set up fee for MDM/EMM for all orders under 50 devices (Includes 2 hours of training and set up with IBM CTP)	\$500 non-recurring
	VAS	Data Priority for Public Safety; this feature is included in First Responder Plan on Form D	No Charge
	VAS	Wireless Priority Service WPS this feature is included in First Responder Plan on Form D	No Charge
	VAS	Monitor and Control Systems / IoT Management - Monnit. Monnit systems are put together based on specific demands/needs of customer, and pricing (hardware) varies on type of gateway used, and types/quantity of sensors applied to solution). The SaaS element is free when using iMonnit Basic.	\$349
	VAS	Mobile Forms /Mobile Data Collection - doForms Wireless Forms	\$9.95/line/month
	VAS	Enterprise Messaging: Team on the Run (TOTR): Basic feature package (Full Feature Package) includes the features below: <ul style="list-style-type: none"> <li>•Business Geolocation: Web Dispatch Panel and WebRTC allow real-time GPS tracking of assets on the map and one-click VoIP Calls or PTT Sessions directly from a web browser.</li> <li>•Business Messaging: Business Messaging includes file sharing, webchat, company directory, broadcast list, internet integration, Microsoft office suite documents, pdf files, locations, calendar and contact sharing. (cost is per month per user)</li> <li>•Business Voice (VoIP): Includes Business Messaging package plus VoIP calling and Push to Talk call options (cost is per month per user)</li> </ul>	\$6/line/month

	VAS	<p>TOTR Full feature package (Full Feature PLUS) includes “My Business” in addition to everything Full Feature has.</p> <ul style="list-style-type: none"> <li>•My Business: The digital work flow module My Business, enables the digital transformation of organizations based on a secure, stable and well proven business communication and collaboration platform. My Business allows replacing and automating the existing paper based workflows, speed up approvals and enhances overall efficiency in business processes. Forms and workflows can be easily created with intelligent widgets and distributed to the workforce instantly, allowing for agile and continuously improving processes.</li> </ul> <p>Key features:</p> <ul style="list-style-type: none"> <li>◦Create unlimited processes</li> <li>◦Clock-in/Clock-out</li> <li>◦Start/Stop</li> <li>◦Vacation Request forms</li> <li>◦Open API's and integration (available at an additional cost)</li> </ul>	\$10/line/month
	VAS	TOTR add on feature: Emergency Alerts/Crisis Management: Allows users to send emergency alerts from the mobile app or WebChat. The application sends the alert and the user's location to a preset list of users. The feature is activated and configured by the company administrator, who can choose between a standard or custom message. Man Down feature keeps lone workers tied to home base when crisis hits.	\$2/line/month
	VAS	TOTR add on feature: Video Calls/Streaming: Video calls and video streaming based- features. (e.g. Video Call One to One or Video Stream live to your dispatchers/manager.)	\$6/line/month
	VAS	TOTR add on feature: My Rules <sup>**</sup> : Events and trigger - based features. Event is defined as measurable commands (inputs and outputs) activated by users. For example, a tag on an NFC is an event. <sup>**</sup> Consulting fees may be required as a result of customized nature of this feature	\$6/line/month
	VAS	<b>The following VAS charges are one time per account and includes 1 hour consultation, 1 custom template, UNL self prepared templates, activation fee req'd per account, excess storage fees may apply</b>	
	VAS	TOTR Emergency Alerts/Crisis Management one time setup fee/acct	\$500 non-recurring
	VAS	TOTR Customized Workflow template/process/cost per template	\$250 non-recurring

	VAS	TOTR Per Diem consultation/integration for My Business/Rules	\$1500 non-recurring
	VAS	TigerConnect 1 year license	\$10/line/month
	VAS	TigerConnect 3 year license	\$8/line/month
	VAS	<b><u>Software Campaigns</u></b>	
	VAS	Fleet Management - GPS Trackit	\$11/line/month
	VAS	Fleet + HW Bundle	\$11/line/month
	VAS	Fleet + ELD Bundle	\$19/line/month
	VAS	Electronic Logging Device	\$10/line/month
	VAS	IFTA Reporting	\$10/line/month
	VAS	Asset + HW Bundle	\$5/line/month
	VAS	Asset Tracking	\$5/line/month
	VAS	Temperature Monitoring - Monthly	\$5/line/month
	VAS - Device	<b><u>VAS Device - for upfront device purchase only, not for bundle/finance options</u></b>	
	VAS - Device	CalAmp LMU 2630	\$ 100.00
	VAS - Device	CalAmp LMU 3030	\$ 125.00
	VAS - Device	CalAmp LMU 4230	\$ 165.00
	VAS - Device	CalAmp TTU 2830	\$ 130.00
	VAS - Device	CalAmp ATU 720	\$ 160.00
	VAS - Device	4230 JBUS Cable	\$ 59.00
	VAS - Device	2630 JBUS Cable	\$ 95.00
	VAS - Device	ELD Only JBUS Cable	\$ 13.00
	VAS - Device	ELD Only Device	\$ 115.00
	VAS - Device	Temperature Probe Kit	\$ 50.00
	VAS - Device	Temperature Probe	\$ 35.00
	VAS - Device	Driver ID Kit	\$ 17.00
	VAS - Device	Driver Fob	\$ 6.00
	VAS - Device	Driver ID Buzzer	\$ 17.00
	VAS - Device	OBD II relocation/extension cable	\$ 22.00
	VAS - Device	LMU-2630 LTE (internal OR external antenna)	\$ 115.00
	VAS - Device	LMU-4230 LTE	\$ 17.00
	VAS - Device	18 LMU-3030 LTE	\$ 152.00
	VAS	Data Priority Service (non-First Responder supporting Public Safety)	\$5/line/month



	VPN	Secure LAN Access Flex IP - Secure LAN Access	\$4/line/month
		<b><u>Internet Failover Plan</u></b>	<b>Offered Price</b>
	Internet Failover Plan	Internet Failover Plan (\$20/GB usage). Plan includes failover/ethernet/WAN license, 2 year extended warranty, configure, cellular testing, InControl 2 - remote access, 3 yr PepCare support, 2 yr financing - avail for orders exceeding \$1,000)	\$5/line/month
	Failover Plan Router	MAX-BR1 Peplink Router for use with Internet Failover Plan	\$299.00
		U.S. Cellular devices are supported with a one-year original equipment manufacturers' (OEM) warranty covering manufacturing and electrical defects	
<b>Manufacturer</b>	<b>Equipment Type</b>	<b>Device Model</b> - Pricing does not include applicable fees, taxes and surcharges. Pricing is based upon availability and is subject to change without notice. All subsidized equipment requires a 24 month contract.	<b>Offered Price</b>
		U.S. Cellular devices are supported with a one-year original equipment manufacturers' (OEM) warranty covering manufacturing and electrical defects	
LG	Basic Phones	LG Wine LTE UN220 Silver	\$0.01
Kyocera	Basic Phones	Dura XA	\$49.99
Sonim	Basic Phones	XP5s	\$149.99
Apple	Smartphones	iPhone 7 32GB	\$0.01
Apple	Smartphones	iPhone 8 64GB	\$149.00
Apple	Smartphones	iPhone 8 Plus 64GB	\$249.00
Apple	Smartphones	iPhone XR 64GB	\$299.00
LG	Smartphones	K8s	\$0.01
LG	Smartphones	X Venture	\$99.99
Motorola	Smartphones	Moto G6 Play	\$0.01
Motorola	Smartphones	Moto E5 Play Black	\$0.01
Sonim	Smartphones	XP8	\$349.99
Samsung	Smartphones	J3 Aura	\$0.01
Samsung	Smartphones	J7 Aura	\$49.99
Samsung	Smartphones	Galaxy S9 64GB	\$149.99
Samsung	Smartphones	Galaxy S10e 128GB	\$449.99
Samsung	Smartphones	Galaxy S10 128GB	\$599.99
Huawei	Modem	UML397 Data Card	\$0.01
D-Link	Router	DL Link Dual Band 4G LTE Router	\$0.01
Inseego	Hotspot	MiFi 7000	\$59.99

Samsung	Tablet	Tab A	\$129.00
---------	--------	-------	----------