

RESOLUTION NO. 24-139

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AGREEMENTS WITH AT&T ENTERPRISES, LLC, d/b/a AT&T ENTERPRISES FLORIDA, LLC, AND T-MOBILE USA, INC. FOR CELLULAR SERVICES TO CITY FACILITIES, DEVICES, AND EQUIPMENT IN AN INITIAL ESTIMATED ANNUAL AMOUNT OF \$270,100.00.

BE IT RESOLVED by the City Council of the City of Panama City Beach that:

1. The appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain proposal between the City and **AT&T Enterprises, LLC, d/b/a AT&T Enterprises Florida, LLC**, as primary cellular service provider for cellular services to City facilities, devices, and equipment in substantially the form **attached** and presented to the Council today as Exhibit A, with such changes, insertions, or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.
2. The appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain proposal between the City and **T-Mobile USA, Inc.** as a secondary cellular service provider for cellular services to City facilities, devices, and equipment in substantially the form **attached** and presented to the Council today as Exhibit B, with such changes, insertions, or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 13th day of June, 2024.

CITY OF PANAMA CITY BEACH

By: 

Stuart Tettermer, Mayor

ATTEST:



Lynne Fasone, City Clerk

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AGREEMENT

CELLULAR SERVICES

THIS AGREEMENT for CELLULAR SERVICE (Agreement) is made and entered into this 15th day of June, 2024, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation (City) and T-Mobile USA, Inc. (Contractor or Vendor).

GENERAL

1. Contractor currently offers Wireless Products and Services through the Sourcewell Contract No. 080119-SPT, dated December 31, 2019, as amended (the Contract and all existing and future Amendments are collectively, the "Master Agreement"). The parties agree that the Master Agreement is fully incorporated herein by reference.

2. City certifies that it is an eligible purchaser under the Master Agreement. Contractor will provide the wireless products and services identified in the Master Agreement to the City at the prices and under the terms specified in the Master Agreement.

3. MASTER AGREEMENT TERMS

City accepts all pricing, terms, and conditions of the Master Agreement "as-is," without any additions, deletions, or modifications, with the exception of the further negotiated terms between City and Contractor herein.

4. DEFINED TERMS

Capitalized terms will have the meanings assigned in the Agreement or in the Master Agreement.

5. ORDER OF PRECEDENCE.

If any conflict or inconsistency exists between or among provisions within the documents that form the Agreement, the following order of precedence will apply: (a) this Agreement, including any relevant attachments; (b) Contractor's Price Correction Letter; (c) City's Sourcewell Eligible Member Enrollment Agreement; (d) the Master Agreement; (e) Contractor's Response to City's Request for Proposals for Cellular Services PCB 24-28; and (f) City's Request for Proposals for Cellular Services. Furthermore, specific terms will control over general provisions and separately negotiated or added terms, conditions, or pricing will control over standardized, posted, or non-negotiated terms, conditions, and pricing.

PREMISES

1. SCOPE OF WORK

Contractor/Vendor will provide, cellular services and devices as ordered by the City, as more particularly described in the Scope of Services listed in Request for Proposals PCB24-28 CELLULAR SERVICES (RFP PCB24-28).

2. COMPENSATION

As compensation for supplying the service and/or products contemplated herein and performance rendered by the Contractor/Vendor of its duties and obligations hereunder, City shall pay Contractor/Vendor according to the bid schedule submitted on RFP PCB24-28. The City shall pay to the Contractor/Vendor as full consideration for the services

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required by this Agreement, at the prices contained in the Vendor's Response to City's RFP PCB24-28, upon the basis of actual measured quantities as the same may be finally determined by the City Manager or his/her designee(s).

3. PAYMENT

Contractor/Vendor will invoice for payment to the City in accordance with the Vendor's standard business practices. The invoice(s) shall be delivered to accounts payable at City Hall, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413, or via email at ap@pcbfl.gov. Payment for invoices shall be made via ACH or Virtual Credit Card only. The City is not responsible for any convenience fees related to ACH or VCard payments.

4. TERM

Unless terminated sooner pursuant to the provision of the termination clauses contained in paragraph 6, and subject to the availability of funds appropriated for this purpose, this Agreement shall take effect on the last day executed by the parties (Agreement Effective Date) and be valid for a period of three (3) years (Term) with up to twelve (12) one-year optional renewals, subject to the mutual written agreement of both parties.

In the event the Master Agreement is terminated or expires and is not renewed prior to the expiration of the Term of this Agreement, Contractor may enter into a follow-on master agreement for the period after termination or expiration of the Master Agreement (a "New Master Agreement"), in which case the New Master Agreement will be substituted for the existing Master Agreement for the remainder of the Term, and the terms and conditions of the New Master Agreement shall supersede and replace the terms of the existing Master Agreement.

5. TERMINATION OF CONTRACT

- A. City Termination for Cause – The City may terminate this Agreement for cause in accordance with Section 26 (Termination) of the Master Agreement and City's Sourcewell Eligible Member Enrollment Agreement. In such event, the City shall provide Contractor/Vendor with written notice of Contractor's failure and a reasonable opportunity to cure within 30 days from receipt of notice. If Contractor fails to cure the material failure within the 30-day cure period, City shall provide its intention to terminate this Agreement, stating the nature of the deficiency and the effective date of termination. Contractor's material failure does not include a failure caused by City or a Force Majeure Event.
- B. City Termination for Convenience – Notwithstanding any other provision hereof, the City may at any time terminate this Agreement, in whole or in part, without cause, upon thirty (30) days advanced written notice to Contractor/Vendor. In such event, Contractor/Vendor shall be compensated for any outstanding and unpaid Charges, Taxes and Fees, and Surcharges provided through the effective date of termination, even if invoiced after the effective date of termination. Contractor/Vendor may not claim any compensation not specifically provided herein, including, but not limited to

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loss of anticipated profits, idle equipment, labor, and facilities; or any additional claims of subcontractors and vendors.

C. Technology Evolution

- (i) In the normal course of technology evolution and enhancement, Contractor continually updates and upgrades its networks, Products and Services. In some instances, these efforts will result in the need to ultimately replace or discontinue certain offerings or technologies. In such event, Contractor will undertake such efforts in a customer-focused and commercially reasonable manner. Accordingly and notwithstanding anything in this Agreement to the contrary, Contractor reserves the right, in its sole discretion, after providing the notice set forth in subsection (2) below, to: (a) migrate City to a replacement technology; or (b) discontinue any Product, Service, network standard, or technology without either party being in breach of this Agreement or incurring early termination liability relating to the discontinuance of the affected Product, Service, network standard, or technology.

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

7. COMPLIANCE WITH LAWS

The Contractor/Vendor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor/Vendor shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. In accordance with Section 12 (Indemnification and Limitation of Liability) of the Master Agreement and City's Sourcewell Eligible Member Enrollment Agreement, Contractor/Vendor shall protect and indemnify the City of Panama City Beach and all its officers, agents, servants, or employees against any claim or liability by a third party arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor/Vendor, its representatives, sub-contractors, sub-consultants, professional associates, agents, servants, or employees. Additionally, Contractor/Vendor shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this Contract from the federal government, State of Florida, Bay County, or municipalities when legally required, and maintain same in full force and effect during term of the Contract.

8. INSURANCE AND INDEMNIFICATION

Contractor/Vendor shall at its own expense maintain in force during the term of the Contract the insurance on policies and insurers acceptable to the City as required by the City's Insurance Requirements attached hereto as Exhibit "A".

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- i. Prior to commencing any work, notwithstanding the provisions of any Notice of Award or Intent to Award issued by the City, Contractor/Vendor shall furnish to the City such certificates of coverage and certified copies of policies pursuant to the City's Insurance requirements in order to satisfy this provision, the documentation required by this part must be sent to the following address: ATTN: RISK MANAGEMENT DIRECTOR, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413.
- ii. Regardless of the coverage provided by any insurance, the successful Contractor/Vendor shall indemnify, save harmless and defend the City, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of third party action(s) which may arise from any negligent act or omission of the successful Contractor/Vendor, its sub-contractors, agents, servants, or employees during the course of performing services or caused by the goods provided pursuant to this Contract.

If any third-party claim is made against the City that, if sustained, would give rise to indemnification liability of the Contractor/Vendor under this Agreement such claim shall be governed by the Indemnification provisions of the Master Agreement and City's Sourcewell Eligible Member Enrollment Form. The City shall promptly cause notice of the claim to be delivered to the successful Contractor/Vendor and shall afford the Contractor/Vendor and its counsel, at the Contractor's/Vendor's sole expense, the opportunity to join in defending or compromising the claim. The covenants contained in this paragraph shall survive the termination of this Agreement.

9. ATTORNEY'S FEES

In the event of any litigation hereunder, each party shall be responsible for its own attorney's fees and court costs at all trial and appellate levels and at any mediation or arbitration.

10. TIME

Time is of the essence in this Agreement.

11. FORCE MAJEURE

Pursuant to Section 19 (Force Majeure) of the Master Agreement and City's Sourcewell Eligible Member Enrollment Agreement, neither party's failure or inability to perform under this Agreement as a result of circumstances beyond its control, such as, but not limited to, war, terrorism, strikes, fires, floods, hurricanes, acts of God, power failures, embargoes and labor disputes, cable cuts by third parties, a LEC's activities, and other actions or in actions of third parties, or damage or destruction of any facility related thereto, shall not be deemed a breach of this Agreement.

12. INTENTIONALL OMITTED

13. ASSIGNMENT

In accordance with Section 11 (Assignment, Amendments, Waiver, and Contract Complete) of the Master Agreement and City's Sourcewell Eligible Member Enrollment

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Form, this Agreement may be assigned with the prior written consent of both parties, which shall not be unreasonably withheld.

14. SEVERABILITY

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

15. CHOICE OF LAW & VENUE

This Agreement shall be governed by the laws of the State of Florida. Any legal proceeding regarding this Agreement shall be brought in the 14th Judicial Circuit in Bay County, Florida.

16. MODIFICATIONS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City and Contractor/Vendor.

17. WAIVER

Failure by the City to enforce any provision of this Agreement shall not be deemed a waiver of the provision or modification of this Agreement. A waiver by the City of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms and conditions of this Agreement.

18. NOTICES

Any notice required by this Agreement shall be directed to the parties as follows:

A. As to City:

City Representative: Draw Whitman

Title/Position: City Manager

17007 Panama City Beach Parkway, Panama City Beach, FL 32413

Phone: 850-233-5100 Ext. 2230

B. As to Contractor/Vendor:

Contract Representative: _____

Title/Position: _____

Email Address: _____

Mailing Address: _____

Phone: _____

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19. ENTIRE AGREEMENT

This Agreement, and any exhibits or appendixes attached hereto and incorporated herein, constitutes the entire agreement between parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions of the parties, whether oral or written, and there are no representations, warranties, covenants or other agreements among the parties.

The term "Agreement" means and includes the following documents, all of which are incorporated into this Agreement by reference:

- Notice to Proposers
- Request for Proposals
- Scope of Work/Specifications
- Drug Free Work Place Statement
- Public Entity Crimes Statement
- Non-Collusion Affidavit
- E-Verify

- Agreement
- Exhibit A
- Any Additional Exhibits or Appendices

ADDENDA (S)

No. _____, dated _____, 20 _____

No. _____, dated _____, 20 _____

No. _____, dated _____, 20 _____

No. _____, dated _____, 20 _____

IN WITNESS WHEREOF, the Contractor/Vendor has executed this Agreement as of the day and year first written above.

Signed in the presence of: Contractor/Vendor

Witness 1: _____

(Print Name): _____

By: _____
Contractor/Vendor

Witness 2: _____

(Print Name): _____

Reviewed by:

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T-Mobile USA, Inc. Legal Department

**THE CITY OF PANAMA CITY
BEACH, FLORIDA,**
a municipal corporation

By: 
Drew Whitman, City Manager

ATTEST:


City Clerk

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EXHIBIT A
CITY OF PANAMA CITY BEACH CELLULAR SERVICE INSURANCE

[place holder]

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EXHIBIT B
T-MOBILE PRICE CORRECTION LETTER

[place holder]



Carrie Jagers
City Of Panama City Beach
17007 Panama City Beach Parkway
Panama City Beach, Florida 32413

Dear Carrie Jagers,

T-Mobile recently responded to the City of Panama City Beach's RFP 24-28 (Cellular Services) offering our pricing, terms, and conditions under T-Mobile's Sourcwell Agreement. The proposal included pricing for our rate plans (i.e., the monthly recurring charge) that reflected a 16% discount which was quoted in error. This was an administrative error and the correct discount percentage under the Sourcwell Agreement is 15%. Despite the error, T-Mobile will honor the prices quoted in its proposal response for purposes of this RFP.

If you have any questions or concerns, please reach to your Account Executive, Mr. Bobby Colony:
robert.colony1@t-mobile.com; 850-503-2945.

We look forward to serving you!

Sincerely,

A handwritten signature in black ink that reads "Peter Vargas".

Peter Vargas
Director of Government Sales

T Mobile

12920 SE 38th Street, Bellevue, WA 98006
www.t-mobile.com

EXHIBIT A

City of Panama City Beach

Cellular Service Insurance

SECTION I: STANDARD INSURANCE COVERAGES

- Subcontractor | vendor must obtain and maintain the minimum insurance coverages and limits this Exhibit requires from the earlier commencement of work or the effective date of the subcontract/vendor order unless higher limits or additional coverages are mandated by the Subcontract | vendor order or Owner Contract. The Subcontractor | vendor is responsible for ensuring that the required coverages are in place and that any deficiencies in the insurance provided will not excuse them from fulfilling their obligations. The following coverages are required:

1.1 COMMERCIAL GENERAL LIABILITY Gen Agg is: Per Project	Insurance Required:	YES	For GC & Subcontractors
	Coverage		Minimum Limits
	Per Occurrence		\$1,000,000
	General Aggregate		\$2,000,000
	Products-Completed Operations Aggregate		\$2,000,000
	Personal & Advertising Injury		\$1,000,000

POLICY FORM OR EQUIVALENT

- The required insurance coverage should be Commercial General Liability Insurance (CGL), written using ISO form CG 00 01 published on or before 10/01, or an earlier ISO edition occurrence form with similar provisions. The insurance coverage must cover the following hazards: (a) Construction Operation, (b) Subcontractors and Independent Contractors, (c) Products and Completed Operations, and it must also apply to the Additional Insured. Completed Operations coverage should remain in effect from the date of completion of the Scope until the expiration of the statute of repose of the State where the Project is located.

- The insurance policy should include:

(1) Contractual Liability coverage is sufficient to fulfill the Subcontract | Vendor order requirements. It should also include defense costs and attorney's fees assumed under the contract, which shall be payable in addition to the limit of liability. (2) Personal Injury Liability, with the standard contractual and employee exclusions deleted. (3) Notice and Knowledge of Occurrence. (4) No subsidence exclusion should be included in the policy.

ENDORSEMENTS REQUIRED - or substantial equivalent

Type	ISO's	Edition Dates or Prior
- Additional Insured	CG 11 85 or CG 20 10 & CG 20 37	12 19
- Waiver of Subrogation	CG 24 04	12 19
- Primary & Non Contributory	CG 20 01	12 19
Per Project Aggregate	ISO's CG 25 03	Any
Forms and Endorsements Pages	Listing all endorsements and exclusions	All

PROHIBITED EXCLUSIONS OR RESTRICTIONS - or substantial equivalent

Type	ISO's	Edition Dates or Prior
- Exclusion	CG 22 94 or CG 22 95	10 01
- Exclusion	No residential exclusions	
- Classification Limitation Endorsements	Remove any related endorsement	

- The insurance coverage must include bodily injury, property damage, broad form contractual liability, premises liability, independent contractors, and no residential or demolition exclusion. Additionally, it should cover blanket contractual liability, including tort liability of another, assumed in a contract, cross liability for additional insureds, and no subsidence exclusion. The obligations of defense or indemnification, including those assumed under the contract, should also be included. It's important to note that this insurance coverage should not limit or exclude coverage for work performed by subcontractors.

1.2 COMMERCIAL AUTO LIABILITY	Insurance Required: YES	For GC & Subcontractors
Coverage		Minimum Limits
Combined Single Limit (CSL)		\$1,000,000

- The form to be used is ISO's CA 00 01 or its equivalent.
- Subcontractor | Vendor must have liability coverage (Symbol 1) for all owned, rented, hired, or borrowed autos and mobile equipment subject to compulsory insurance, financial responsibility laws, or other motor vehicle insurance laws.
- If hauling of hazardous waste is part of the Scope, Automobile Liability Insurance with a \$1,000,000 combined single limit per occurrence for bodily injury and property damage applicable to all hazardous waste hauling vehicles, and include MCS 90 endorsement and the ISO Form CA 9948 (Pollution Liability Broadened Coverage for Business Automobile).

1.3 WORKER'S COMPENSATION	Insurance Required: YES	For GC & Subcontractors
Statutory Limits	Employers Liab - Part B	Minimum Limits
	Each Accident	\$500,000
	Disease - Each Employee	\$500,000
	Disease - Policy Limit	\$500,000

- Worker's Compensation Insurance and Employer's Liability Insurance (including occupational disease) to cover statutory benefits and limits under the Worker's Compensation laws of any applicable jurisdiction in which the Scope is to be performed.

ENDORSEMENTS REQUIRED - or substantial equivalent

Type	NCCI	Edition Dates or Prior
- Waiver of Subrogation	WC 00 03 13	04 84
- Alternate Employer Endorsement	WC 00 03 01 A	02 89
- Worker's Comp Declaration Page	Showing all states coverage applies	

COVERAGE TERMS & CONDITIONS

- USL&H | Jones Act | Endorsement - where applicable
- Employers Liability/Stop Gap Liability if work is performed in Washington, Wyoming, Ohio, North Dakota, or the Commonwealth of Puerto Rico.
- For the attainment of Worker's Compensation in monopolistic states and Puerto Rico, coverage must be secured through the state fund of that State.
- The certificate must identify that coverage applies in the State where the Project is located.

1.4 UMBRELLA LIABILITY	Insurance Required YES	For General Contractors
Coverage		Minimum Limits
Per Occurrence/Aggregate		\$1,000,000

UNDERLYING INSURANCE COVERAGE

- All coverages and terms required under the Commercial General Liability, Automobile Liability and Employers Liability (sections 1.1, 1.2, and 1.3 above) must be included on the Umbrella Liability policy

COVERAGE TERMS & CONDITIONS

- Defense Cost: Duty to Defend
- Drop Down Provision: Required for the Umbrella to drop down over the reduced or exhausted underlying policy aggregate
- Primary Coverage: Umbrella or Excess Policy to primary to the Contractors general & automobile liability policies
- Higher limits may be required by contractor | vendor or Owner on a project by project basis.

1.5 LEASED EMPLOYEE LIABILITY

Insurance Required **YES**

GC & Subcontractors Leasing Employees

- If the subcontractor | vendor leases one or more employees through a payroll, employee management, or other company, they must obtain workers' compensation and employer's liability insurance directly. This insurance should be written on the "Minimum Premium" or "If Any" policy form. Additionally, the workers' compensation and employer's liability coverage provided to the leased employees by the payroll, employee management, or other company must be demonstrated and include an Alternate Employer/Leased Employee Endorsement, naming the Subcontractor or Vendor as the alternate employer. The employer's liability must be included in the umbrella/excess liability (except in states where employer's liability is unlimited) and scheduled accordingly.

1.6 PROPERTY INSURANCE

Insurance Required **YES**

GC & Subcontractors

- The subcontractor | vendor is required to have property insurance coverage for any tools and equipment they own, lease, or use while performing their work. The insurance must cover equipment, materials, and supplies that are stored off-site or in transit to the project site and will be incorporated into the project.

1.7 E&O & Cyber Liability

Insurance Required: **YES**

Design Professionals

Policy is Per: Claim

Coverage

Minimum Limits

Prime Design Professional

Per Claim / Aggregate

\$2,000,000 / \$2,000,000

Low Tier Design Professional

Per Claim / Aggregate

\$1,000,000 / \$2,000,000

- Subcontractor | vendor companies are required to have Professional Errors & Omissions and Cyber Liability Insurance that covers liability for any claims arising from errors, omissions, or acts of any entity they are legally responsible for providing professional services to. This policy should be primary and non-contributory, and the insuring agreement should clearly state that it will pay on behalf of the Subcontractor. The policy should be effective from the commencement date of all professional activities in connection with the project, including retroactively if applicable. The coverage should be maintained for three years following final acceptance of the project.

- In Cyber and Professional Liability Insurance, the term "Prime Design Professional" refers to a systems architect or software engineer who offers professional services directly to our company under a contract. On the other hand, "Sub-Design Professional" refers to an systems architect or software engineer who provides professional services directly or indirectly to a Prime Design Professional in relation to the project. It's worth noting that a Prime Design Professional is considered a Contractor/Subcontractor, while a Sub-Design Professional is regarded as a Sub-subcontractor.

- Coverages shall not include exclusions or other limitations related to the scope of services, project completion delays, or cost overruns, mold, fungus, asbestos, pollutants or other hazardous substances.

GENERAL INSURANCE REQUIREMENTS

Additional Insured

- The insurance required by this Exhibit (excluding only Worker's Compensation Insurance and Professional Liability Insurance) must name the Indemnified Parties as Additional Insureds and any other parties required by the Owner Contract. This insurance should be primary and non-contributory to any insurance maintained by the Indemnified Parties, Additional Insureds, or other parties required by the Owner Contract and should be stated on the Certificate of Insurance provided by the Subcontractor. Endorsement or policy language should be provided as evidence of Additional Insured and Primary and Non-Contributory coverage must be provided with the certificate of insurance for General Liability.

Waiver of Subrogation

- The subcontractor | vendor is required to maintain all necessary insurance coverages, which must include a waiver of any right of subrogation of the insurers against Indemnified Parties and Additional Insureds, as well as their respective assigns, subsidiaries, affiliates, employees, insurers, and underwriters. This waiver also applies to any right of the insurers to any set-off, counterclaim, or deduction, whether by attachment or otherwise, concerning the liability of any person insured under any policy, except for Workers Compensation, where permitted. If any of the Indemnified Parties and Additional Insureds are partially or wholly self-insured, then the waiver of subrogation shall apply as if their insurance covered them.

Sub-Subcontractors

- Subcontractor must ensure that any lower tier sub-subcontractors performing work under the Contract maintain insurance coverage comparable in form and amount to what this Contract requires. The Subcontractor must also provide evidence of such insurance coverage to the Contractor before the sub-subcontractors begin their work. If specific trades require different insurance coverage, the Contractor must give prior approval.

Insurer Requirements

- For the insurance coverage required in this Exhibit, each insurer must be a licensed admitted insurer authorized to provide coverage in every state where any part of the Scope is performed. The insurer must have an AM Best rating of "A-VI" or higher and be acceptable to the contractor | vendor.

Notice of Cancellation

- All insurance coverages required by this contract shall contain a provision that the coverage afforded hereunder cannot be canceled, non-renewed, allowed to lapse, or have any restricted modifications added unless at least Thirty Days (30) days prior written notice has been given.

Acknowledgement of Referral of this provision to the Subcontractor's Insurance agent or Broker

- The contractor represents that it has provided a copy of the "Insurance Requirements" to his agent or broker, and the subcontractor has instructed the agent or broker to provide insurance in full compliance with the terms and conditions herein.

Insurance Policy | Endorsement Review

- The contractor and owner can request copies of all insurance policies. These policies cannot have unacceptable exclusions to the contractor and owner. The insurance carrier must certify that the policies are accurate and complete if requested. The contractor and owner have the sole discretion to reject any exclusions that are unacceptable to them. Reviewing and approving insurance policies does not waive any rights created by or provisions contained in the Exhibit, even if they differ from the policies.

Breach of Insurance Agreement

- If the subcontractor or vendor fails to obtain and maintain the required insurance coverages as stated in this Exhibit or any other attachment, it will be considered a significant violation of the subcontractor or vendor order. In such cases, in addition to any other remedies and rights mentioned in the subcontractor or vendor order, the contractor or owner may terminate the subcontractor or vendor for default, or they may purchase the coverage and back-charge the premium and associated costs to the subcontractor or vendor. Furthermore, any of the indemnified parties or additional insureds may require the subcontractor or its subcontractors to pay for all attorney's fees, expenses, and liability in case of any claim or lawsuit for which coverage would have been provided under the subcontractor or vendor's insurance program, but for a breach by the subcontractor or vendor or any of its subcontractors. The insurers of the entities that were supposed to be included as additional insureds are third-party beneficiaries of the insurance procurement obligation and have the same rights against the breaching party as the indemnified parties or additional insureds to the extent of their respective interests.

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Cellular Services

Per the RFP, scoring for each responding firm was determined using the assigned points for each of the referenced criteria elements:

Criteria Element	AT&T			T-MOBILE			VERIZON		
	Average Score	Total Possible Points	Points Scored	Average Score	Total Possible Points	Points Scored	Average Score	Total Possible Points	Points Scored
I. Qualifications and Services - Proposer's summary of capability, overview of infrastructure and service coverage, experience with local government agencies.	4.76	50	47.60	3.96	50	39.60	3.88	50	38.80
II. Price - Cos: Analysis - A/B x C = D (Completed by Purchasing)	NA	25	21.84	NA	25	25.00	NA	25	19.83
III. Past Performance & References - Proposer to provide at least five (5) references from a governmental agency with priority service.	4.50	25	22.50	3.62	25	18.10	3.82	25	19.10
TOTAL		100	91.94	TOTAL	100	82.70	TOTAL	100	77.73

Scoring Legend

Superior:	4.1 - 5
Excellent:	3.1 - 4
Good:	2.1 - 3
Fair:	1.1 - 2
Poor:	0 - 1

Purchasing Completes for scoring for the price element