

AMENDMENT NO. 2

TERM CONTRACT NO. Y12-1069  
FOR  
CELL PHONE IN-BUILDING COVERAGE  
EFFECTIVE DATE: OCTOBER 1, 2022

The above contract is changed as follows:

Period of contract renewal will be October 1, 2022 through September 30, 2027.

All other price, terms and conditions remain the same.

**T-MOBILE SOUTH LLC**

DocuSigned by:  
*Kristen Fienberg*  
Signature  
\_\_\_\_\_  
Kristen Fienberg  
Print Signature Name  
\_\_\_\_\_  
Manager, NSC  
Title  
\_\_\_\_\_  
12/2/2022  
Date

**BOARD OF COUNTY COMMISSIONERS  
ORANGE COUNTY, FLORIDA**

DocuSigned by:  
*Kathy Saldutti*  
Signature  
\_\_\_\_\_  
Kathy Saldutti, Contract Agent  
Procurement Division  
  
12/12/2022  
Date



TMO Signatory Level : L08,SL08

AMENDMENT NO. 1

TERM CONTRACT NO. Y12-1069  
FOR  
CELL PHONE IN-BUILDING COVERAGE


EFFECTIVE DATE: OCTOBER 1, 2017

The above contract is changed as follows:

Period of contract renewal will be October 1, 2017 through September 30, 2022.

All other price, terms and conditions remain the same.

T-MOBILE SOUTH LLC

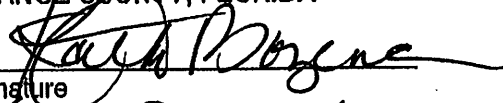
  
\_\_\_\_\_  
Signature

Print Signature Name  
Allan Tantillo  
Sr. Director, National Site Development

Title

\_\_\_\_\_  
10/02/17  
Date

BOARD OF COUNTY COMMISSIONERS  
ORANGE COUNTY, FLORIDA

  
\_\_\_\_\_  
Signature  
KATHY BOZEMAN  
~~Marla Quevora-Hall, CPPB~~

Purchasing Agent, Procurement Division

\_\_\_\_\_  
10/2/17  
Date

## **Contract #Y12-1069-GJ**

This Contract is made as of the 28th day of September, 2012 by and between **ORANGE COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and **T-MOBILE SOUTH, LLC**, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. number is 91-1983600.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

### **ARTICLE 1 - SERVICES**

The CONTRACTOR'S responsibility under this Contract is to provide services in the area of Cell Phone In-Building Coverage, as more specifically set forth in the Scope of Services detailed in Attachment A.

The COUNTY'S representative/liaison during the performance of this Contract shall be the Orange County Convention Center Chief Financial Officer, Kris Shoemaker, telephone no. 407-685-9827.

### **ARTICLE 2 - SCHEDULE**

The CONTRACTOR shall commence services on October 1, 2012 and complete all services by September 30, 2017.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in ATTACHMENT A.

It is the intent of the COUNTY to enter into a five (5) year term Contract. Upon the mutual written agreement of the parties, the Contract may be renewed for three (3) additional five (5) year terms for services as described herein at the prices, terms and conditions stated in this contract. Any change in price, terms or conditions shall be accomplished by written amendment to this contract.

Any order issued during the effective date of this contract, but not completed within that period, shall be completed by the CONTRACTOR within the time specified in the order. The contract shall govern the CONTRACTOR and the COUNTY'S rights and obligations with respect to the extent as if the order were completed during the contract's performance period.

### **ARTICLE 3 - PAYMENTS TO COUNTY**

The CONTRACTOR and/or its successor-in-interest shall pay the Access Fee on a monthly basis per Attachment B.

## **ARTICLE 4 – TERMINATION**

### **A. Termination for Default:**

The COUNTY may, by written notice to the CONTRACTOR, terminate this contract for default in whole or in part (delivery orders, if applicable) if the CONTRACTOR fails to:

1. provide products or services that comply with the specifications herein or fails to meet the COUNTY'S performance standards
2. deliver the supplies or to perform the services within the time specified in this contract or any extension.
3. make progress so as to endanger performance of this contract
4. perform any of the other provisions of this contract.

Prior to termination for default, the COUNTY will provide adequate written notice to the CONTRACTOR through the Manager, Purchasing and Contracts, affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the CONTRACTOR in accordance with the County's Procurement Ordinance. The CONTRACTOR and its sureties (if any) shall be liable for any damage to the COUNTY resulting from the CONTRACTOR'S default of the contract. This liability includes any increased costs incurred by the COUNTY in completing contract performance.

In the event of termination by the COUNTY for any cause, the CONTRACTOR will have, in no event, any claim against the COUNTY for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONTRACTOR shall:

- a. Stop work on the date and to the extent specified.
- b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- c. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the COUNTY.
- d. Continue and complete all parts of that work that have not been terminated.

Neither CONTRACTOR nor COUNTY shall be liable, nor may cancel this contract for default, when delays arise out of causes beyond the control of CONTRACTOR or COUNTY. Such causes may include but are not restricted to acts of God, acts of COUNTY in sovereign capacity, fires, floods, lightning strikes, epidemics, quarantine restrictions, strikes, freight embargoes, wars, civil

disturbances, work stoppage, power failures, laws, regulations, ordinances, acts or orders of any governmental agency or official thereof, and unusually severe weather. In every case, the delay must be beyond the control of the claiming party. If CONTRACTOR is delayed in its performance as a result of the above causes, COUNTY, shall upon written request of CONTRACTOR, agree to equitably adjust the provisions of this contract, including price and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit COUNTY'S right to terminate for convenience.

**B. Termination for Convenience**

1. The COUNTY, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the COUNTY shall be liable only for goods or services delivered and accepted. The COUNTY Notice of Termination shall provide the CONTRACTOR ninety (90) days prior notice before it becomes effective. **A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.**
2. The CONTRACTOR, by written notice, may terminate this contract when it is in the CONTRACTOR'S interest. If this contract is terminated, the CONTRACTOR shall be liable only for goods or services delivered and accepted. The CONTRACTOR Notice of Termination shall provide the COUNTY ninety (90) days prior notice before it becomes effective.

**ARTICLE 5 - PERSONNEL**

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required herein under shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. The COUNTY may require, in writing, that the CONTRACTOR remove from this contract any employee the COUNTY deems incompetent, careless, or otherwise objectionable.

**ARTICLE 6 - INSURANCE REQUIREMENTS:**

CONTRACTOR agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by CONTRACTOR is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this contract.

The CONTRACTOR shall require and ensure that each of its sub-contractors/consultants providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VII or better.

***(Note: State licenses can be checked via [www.floir.com/companysearch/](http://www.floir.com/companysearch/) and A.M. Best Ratings are available at [www.ambest.com](http://www.ambest.com))***

Required Coverage:

1. Workers' Compensation - The CONTRACTOR shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the County. **Elective exemptions as defined in Chapter 440, Florida Statutes, will be considered on a case-by-case basis. Any CONTRACTOR using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).**
2. Commercial General Liability - The CONTRACTOR shall maintain coverage issued on **the most recent version of the ISO form as filed for use in Florida or its substantial equivalent**, with a limit of liability of not less than \$500,000 per occurrence. CONTRACTOR further agrees coverage shall include Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.
3. Business Automobile Liability - The CONTRACTOR shall maintain coverage for all owned; non-owned and hired vehicles issued on **the most recent version of the ISO form as filed for use in Florida or its equivalent**, with limits of not less than \$500,000 per accident. In the event the CONTRACTOR/Agency does not own automobiles the Vendor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**For policies written on a "Claims-Made" basis the CONTRACTOR agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract, the CONTRACTOR agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the CONTRACTOR/Agency of the obligation to provide replacement coverage.**

**By entering into this contract, CONTRACTOR agrees to provide a Waiver of Subrogation in favor of the County for the workers' compensation and a Waiver of Transfer of Rights of Recovery in favor of the County for general liability policies as required herein. When required by the insurer or should a policy**

condition not permit the CONTRACTOR/Agency to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

**CONTRACTOR agrees to endorse the County as an Additional Insured with a CG 20 26 Additional Insured – Designated Person or Organization endorsement, or its substantial equivalent to the commercial general liability policy. The additional insured shall be the Orange County Board of County Commissioners.**

Any request for an exception to these insurance requirements must be submitted in writing to the County for approval.

Prior to execution and commencement of any operations/services provided under this contract the CONTRACTOR shall provide the County with current certificates of insurance evidencing all required coverage. **In addition to the certificate(s) of insurance the CONTRACTOR shall also provide or reference to a blanket (Exhibit B) or specific (Exhibit C) Additional Insured Endorsement and all Waiver of Subrogation (Exhibit D) or Waiver of Transfer of Rights of Recovery (Exhibit E) endorsements/provisions for each policy as required above.** For continuing service, contracts renewal certificates shall be submitted upon request by either the County or its certificate management representative. The certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No cancellation of the insurance shall be effective without at least thirty (30) days prior written notice to the County ten (10) days notice shall apply to non- payment). Certificates shall specifically reference the respective contract number.

Property Coverage-CONTRACTOR shall maintain “all-risk” property insurance, including furniture, fixtures and equipment, for the full replacement value of such property. Notwithstanding anything stated to the contrary herein, CONTRACTOR hereby agrees to waive and release the County from all claims related to or arising out of damage to its respective property, howsoever caused, to the extent the claim or damage is covered by its respective insurance whether or not said insurance was in effect as required.

The certificate holder shall read:

Orange County Board of County Commissioners  
Purchasing & Contracts Division  
Attn: Gale Johnson  
400 E. South Street  
Orlando, Florida 32801

## **ARTICLE 7 - INDEMNIFICATION**

To the fullest extent permitted by law, the CONTRACTOR shall defend, indemnify, and hold harmless the COUNTY, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and

expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the CONTRACTOR or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence or willful misconduct of the COUNTY.

## **ARTICLE 8 - EQUAL OPPORTUNITY CLAUSE**

During the performance of this contract, the CONTRACTOR agrees as follows:

- A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex sexual orientation and gender expression/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, 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.

- B. 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, or national origin.
- C. 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.
- D. The CONTRACTOR will comply with all provisions of Executive Order 11246, dated September 24, 1965, and of the rules, regulations, and relevant orders of the United States Secretary of Labor ("Secretary").
- E. The CONTRACTOR will furnish all information and reports required by Executive Order 11246, dated September 24, 1965, and by rules, regulations, and orders of the Secretary, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the CONTRACTOR'S non-compliance with the non-discrimination 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, dated September 24, 1965, or by rules, regulation, or order of the Secretary, or as otherwise provided by law.

- G. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 204 of Executive Order 11246, dated 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 non-compliance; 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.

#### **ARTICLE 9 - AUDITING – ACCESS AND AUDITS**

The CONTRACTOR shall establish and maintain a reasonable accounting system, which enables ready identification of CONTRACTOR'S cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The COUNTY or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the CONTRACTOR or its sub-consultants as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the CONTRACTOR'S place of business. This right to audit shall include the CONTRACTOR'S sub-consultants used to procure goods or services under the contract with the COUNTY. CONTRACTOR shall ensure the COUNTY has these same rights with sub-consultant(s) and suppliers.

#### **ARTICLE 10 - SUBCONTRACTOR FLOW-DOWN REQUIREMENTS**

CONTRACTOR agrees that it shall include these supplemental terms and conditions, including this requirement, in any of its subcontracts in connection with projects funded in whole or in part with funds available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

#### **ARTICLE 11 - SUCCESSORS AND ASSIGNS**

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY which may be a

party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

### **ARTICLE 12 – LITIGATION AND VENUE**

In the event any party deems it necessary to take legal action to enforce any provision of this Contract, venue shall be in the Circuit Court of the Ninth Judicial Circuit in Orange County, Florida.

### **ARTICLE 13 - REMEDIES**

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or at equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

### **ARTICLE 14 - CONFLICT OF INTEREST**

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes 112.311. The CONTRACTOR further represents that no person having any interest shall be employed for said performance.

The CONTRACTOR shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of the notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Contract.

### **ARTICLE 15 - EXCUSABLE DELAYS**

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR or its sub-consultants and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONTRACTOR'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'S failure to perform was without it or its sub-consultant's fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the COUNTY'S right to change, terminate, or stop any or all work at any time.

#### **ARTICLE 16- ARREARS**

The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

#### **ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The CONTRACTOR shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment or any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

All oral and written information not in the public domain or not previously known, and all information and data obtained, developed or supplied by the COUNTY, or at its expense, will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

#### **ARTICLE 18 – PUBLIC RECORDS LAW**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), any "public record" created or received by COUNTY, including reports, specifications, drawings, maps, and tables, must be made for inspection, and upon request and payment, copying, unless such public record falls within an exception or exemption to the Public Records Act and each page is clearly and conspicuously marked as such.

#### **ARTICLE 19 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its

employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than as specifically provided for in this Agreement.

#### **ARTICLE 20 - CONTINGENT FEES**

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

#### **ARTICLE 21 - ENFORCEMENT COSTS**

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

#### **ARTICLE 22 - AUTHORITY TO PRACTICE**

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY upon request.

#### **ARTICLE 23 -- SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 24- MODIFICATIONS OF WORK**

The COUNTY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the COUNTY'S notification of a contemplated change, the CONTRACTOR shall (1) if requested by COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY in writing if the contemplated change

shall affect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall issue a Contract Amendment or Change Order and the CONTRACTOR shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

#### **ARTICLE 25 - TOBACCO FREE CAMPUS**

Effective January 1, 2010, virtually all Orange county operations under the Board of County Commissioners will effectively become tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to contractors and their personnel during contract performance on county-owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

#### **ARTICLE 26 – ADDENDA**

All requirements contained in any addenda to the solicitation for this procurement are part of and hereby incorporated into this contract.

#### **ARTICLE 27 -NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the COUNTY shall be mailed to:

Johnny Richardson, Manager  
Orange County BCC  
Purchasing and Contracts Division  
P. O. Box 1393  
Orlando, FL 32807  
Tel: 407-836-5635  
Fax: 407-836-5899  
[Johnny.Richardson@ocfl.net](mailto:Johnny.Richardson@ocfl.net)

Gale Johnson, Senior Purchasing Agent  
Orange County BCC  
Purchasing and Contracts Division  
P. O. Box 1393  
Orlando, FL 32807  
Tel: 407-836-5636  
Fax: 407-836-5899  
[Gale.Johnson@ocfl.net](mailto:Gale.Johnson@ocfl.net)

and if sent to the CONTRACTOR shall be mailed to:

T-Mobile South LLC  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006  
Attn: Lease Compliance

## **ARTICLE 28 – CONTRACT CLAIMS**

“Claim” as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract items, or other relief arising under or relating to this contract.

Claims made by a CONTRACTOR against the COUNTY relating to a particular contract shall be submitted to the Purchasing and Contracts Manager in writing clearly labeled “Contract Claim” requesting a final decision. The CONTRACTOR also shall provide with the claim a certification as follows: “I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the CONTRACTOR believes the COUNTY is liable; and that I am duly authorized to certify the claim on behalf of the CONTRACTOR.”

**Failure to document a claim in this manner shall render the claim null and void. Moreover, no claim shall be accepted after final payment on the contract.**

The decision of the Purchasing and Contracts Manager shall be issued in writing and shall be furnished to the CONTRACTOR. The decision shall state the reasons for the decision reached. The Purchasing and Contracts Manager shall render the final decision within sixty (60) days after receipt of CONTRACTOR’s written request for a final decision. The Purchasing and Contracts Manager’s decision shall be final and conclusive.

The CONTRACTOR shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the Manager of Purchasing and Contracts.

## **ARTICLE 29 – THIRD-PARTY BENEFICIARIES**

This Contract does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties to this Contract.

## **ARTICLE 30 – GOVERNING LAW**

This Contract shall be governed by and construed in accordance with the laws of the State of Florida.

## **ARTICLE 31 – SIGNATORY**

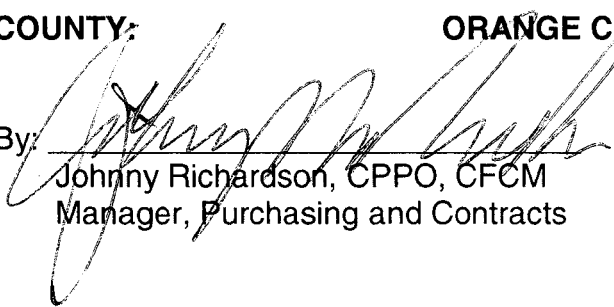
Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform this Contract. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Agreement as stated.

**ARTICLE 32 -- ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, deleted, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

**IN WITNESS WHEREOF**, the Board of County Commissioners of Orange County, Florida has made and executed this Contract on behalf of the COUNTY and CONTRACTOR has hereunto set its hand the day and year above written.

**COUNTY:** **ORANGE COUNTY, FLORIDA**

By:   
Johnny Richardson, CPPO, CFCM  
Manager, Purchasing and Contracts

Date: 9-28-12

WITNESS:

WITNESS:

~~By: \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Date: \_\_\_\_\_~~

~~By: \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Date: \_\_\_\_\_~~

WITNESS:

By: \_\_\_\_\_

Printed Name \_\_\_\_\_

Date: \_\_\_\_\_

WITNESS:

By: \_\_\_\_\_

Printed Name \_\_\_\_\_

Date: \_\_\_\_\_

CONTRACTOR:

T-MOBILE SOUTH LLC

By: Bentley C Alexander

Printed Name **Bentley C. Alexander**  
Regional Vice President

Title \_\_\_\_\_

Date 2/8/12

WITNESS:

By: Ann Brooks

Printed Name Ann Brooks

Date: 02.08.12

WITNESS:

By: Emily White

Printed Name EMILY WHITE

Date: 2-8-12

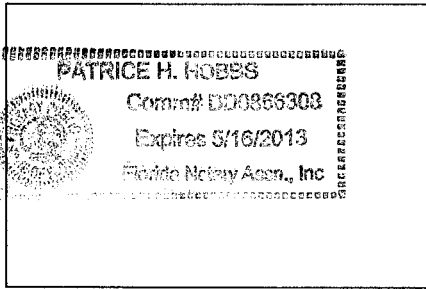


[Notary block for COUNTY]

STATE OF FLORIDA )  
 ) ss.  
COUNTY OF ORANGE )

This instrument was acknowledged before me on Sept 28, 2012 by Johnny M. Richardson  
[title] Manager of Purchasing + Contracts Orange County

Personally Known  OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_



Patrice H. Hobbs  
Notary Public  
Print Name Patrice H. Hobbs  
My commission expires 5-16-2013

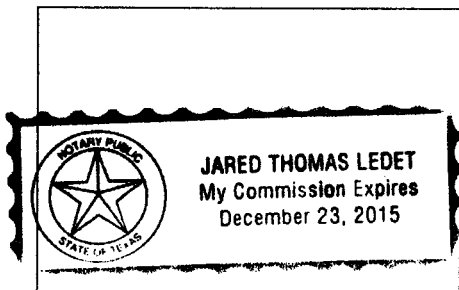
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[Notary block for CONTRACTOR]

STATE OF ~~FLORIDA~~ Texas )  
 ) ss.  
COUNTY OF Collin )

This instrument was acknowledged before me on February 8, 2012 by Bradly Alexander, Director  
Engineering & Operations of T-Mobile South LLC, a Delaware limited liability company, on behalf of said T-Mobile South  
LLC.

Personally Known  OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_



J LeDet  
Notary Public  
Print Name Jared LeDet  
My commission expires 12/23/15

(Use this space for notary stamp/seal)

ATTACHMENT A

SCOPE OF SERVICES  
FOR IN-BUILDING COVERAGE FROM T-MOBILE SOUTH

Orange County, Florida, on behalf of the Orange County Convention Center (OCCC) is contracting with T-Mobile South (Contractor) to provide in-building cellular communication services and equipment for the Contractor's cellular customers only. The Contractor's design shall encompass the entire North/South and West Buildings. It shall include all public areas and also include non-public areas, if required by OCCC. The system shall utilize the following Contractor FCC Licensed Radio Bands:

UMTS Frequencies

1710-1720 Mhz-RX

1735-1745 Mhz-RX

2110-2120 Mhz-TX

2135-2145 Mhz -TX

GSM Frequencies

1850.2-1861.2 Mhz-RX

1930.2-1941.2 Mhz -TX

1. Radio Interference - The Contractor is responsible for the prevention and elimination of radio signal interference from and to the Contractor's equipment.
  - a. Contractor must provide frequency coordination to the OCCC to insure adequate frequency separation from OCCC wireless equipment and all other in-building wireless services.
    - i. Any changes to the desired radio frequencies by the Contractor shall be approved by OCCC in writing and in advance.
  - b. Contractor agrees that they shall **NOT** provide any non-licensed wireless services that would cause interference to any OCCC operated non-licensed wireless services either now or in the future.
  - c. Contractor shall monitor and resolve all radio interference problems caused by Contractor's equipment and services, which includes identifying the possible causes of such interference.
  - d. OCCC will assist Contractor with the identification and policing of any Event related radio signal interference, where possible.
    - i. It is the Contractor's responsibility to identify the source of any event related radio interference at which point the OCCC and/or its designee will attempt to resolve the source of the interference as a mediator between the Contractor and the Event.
  - e. OCCC reserves the right to disconnect or power down any and all Contractor's equipment, services, and systems that are found to be in violation of proper radio signal generation.
2. Work - All work shall be performed by Contractor's employees, agents, or subcontractors.
  - a. Contractor shall submit a detailed Installation Plan to OCCC Manager, Information Services or designee at least one (1) month in advance of any commencement of installation work.

- b. This work shall be approved and planned according to OCCC building availability to include Event activity.
  - c. The Contractor shall secure approval of its Installation Plan from the OCCC Manager, Information Services.
3. Access - Access to the site by Contractor during and after installation shall be limited to Contractor's employees, agents, and subcontractors for the sole purpose of installing, operating, and maintaining the equipment.
- a. Access to OCCC's buildings must be coordinated with OCCC's designated contact person(s) (OCCC Information Services) twenty-four (24) hours in advance for maintenance of the sites; except, however, in the case of an emergency whereupon notification shall be given as soon as possible.
  - b. All persons accessing the site must have proper OCCC picture badge identification or they must present proper picture identification for access to the building.
  - c. Parking – Contractor shall park in assigned locations or in public parking areas as designated by OCCC's designee(s).
    - i. This assignment and areas may change at the OCCC's discretion based on security and safety considerations.
    - ii. OCCC reserves the right to charge Contractor a fee for parking as per policy or implementation of policy related to parking fees at the OCCC.
4. Background Checks - The Contractor shall provide a Level 1 (5 years) background check for any of its or subcontractors' employees working at OCCC more than 160 hours in one Accounting Year before starting work and such background check shall include:
- a. Identification Verification
  - b. Selective Service Status (registered/unregistered)
  - c. FDLE Automated Criminal Record
  - d. Clerk of Courts by County of Residence
  - e. Employment Verification
  - f. DMB by State of Residence
  - g. Military service Verification
  - h. Professional License & Certification Check

The Contractor shall provide Level 1 background check a, c, and d for its employees or subcontractors' equal to or less than 160 hours per Accounting Year before starting work.

5. Safety - The Contractor shall submit a Safety Plan to OCCC prior to commencement of installing equipment on OCCC property.
- a. The Safety Plan shall comply at a minimum with all OCCC safety rules and regulations along with the local, state, federal regulations and standards governing their practices.
  - b. Contractor, when applicable, shall submit an inventory of hazardous materials and substances that will need to be brought onto OCCC's property to OCCC prior to commencement of work.

- c. Contractor shall meet all Federal, State and Orange County Fire Codes to include, but not be limited to, providing all fire stopping materials for wall penetrations and any other requirements which must be approved by Orange County Fire Marshal before this project plan can be agreed to by the OCCC.
6. Costs - All costs associated with the installation of the Contractor's equipment shall be paid by the Contractor.
  - a. Such costs shall include, but not be limited to, permit fees, inspector's fees, all installation and ongoing costs associated with the equipment, cables, antennas and other equipment provided by the Contractor to operate and maintain these systems.
7. Liability - The Contractor is responsible for liability from damages or loses to the OCCC's property or equipment or services caused directly or indirectly by the Contractor's equipment/services.
8. Installation Period - Contractor shall have the following timeframes for installing this equipment:
  - a. Jan 30, 2012 – June 30, 2012 for System Design
  - b. Jan 30, 2012 – June 30, 2012 for Permitting, if required
  - c. Jan 30, 2012 – June 30, 2012 for Installation
  - d. Jan 30, 2012 – June 30, 2012 for System Integration
  - e. This entire process shall not take longer than (6) months for the entire system to be operational inside OCCC North/South and West Buildings.
9. OCCC Building(s) Maintenance - OCCC's facilities and structures may require periodic on-going maintenance. Contractor shall be responsible for any and all such costs attributed to the presence of Contractor's equipment to include but not be limited to transmitter arrays. Contractor shall provide OCCC with assurance that Contractor's equipment electromagnetic emissions are safe for all staff and Event Clients during maintenance and normal operations of the Contractor's transmitter arrays.
  - a. Paint and Color Selection - Contractor may be required to paint the Contractor's equipment to conform to the OCCC's facilities; provided that such painting does not interfere with the telecommunications operations of Contractor's equipment or service.
10. Feasibility Studies - Contractor shall submit to OCCC for approval signed and sealed intermodal study for all In-Building Site locations.
11. Engineering of Installation - Contractor shall submit to OCCC for approval signed and sealed plans detailing the method used to attach the antenna arrays and ancillary wiring to OCCC's structures. This report shall include the following as a minimum:
  - a. All equipment space requirements and location preferences.
  - b. All equipment power utilization including AC voltage and min/max Amperage draw at start up and during max system operation.
  - c. UL (if applicable) code.
  - d. Emergency shut-off/shut-down circuitry and switching.
  - e. Environmental operating parameters to include temperature and humidity.

- f. Remote monitoring systems/circuits to include how it will be monitored and how the various operational alarms are delivered.
- g. Telecommunication Circuits are to be engineered based on the maximum expected concurrent users as well as how this can be expanded should this estimate be exceeded. This shall include bandwidth for existing and new Contractor data services.
  - i. Contractor is responsible for keeping current detailed information related to the number of simultaneous in-building events occurring at the OCCC along with attendance projections, event demographics (i.e. technology related or medical) in order to properly plan for in-building capacity and utilization requirements.
  - ii. Contractor shall have the opportunity to negotiate directly with the OCCC Exclusive Telecommunication Circuit Provider to acquire the best rates possible for the services being rendered.
- h. Contractor shall insure that the installation of Contractor's equipment does not compromise the structural integrity or use of OCCC's facility and that such installation has no material adverse effect to the structure or any protective systems including OCCC's Public Safety Radio system and OCCC's Private Wireless Network(s).
- i. When the installation of Contractor's equipment requires welding, OCCC will provide Contractor with structural and design information for the structure.
- j. Contractor shall insure that outside building wireless traffic will not be switched or routed over to this system inside the building(s) that is installed for the specific intent to support OCCC in-building clients.

12. Contractor's Use of Electrical Power

- a. The OCCC reserves the right to charge the Contractor for the consumption of electrical power.
- b. Installation and provisioning of electrical infrastructure shall be at the Contractors expense. All installations shall be approved by the OCCC Facility Manager or designee. All Work shall be performed in accordance with all Orange County and Florida State Regulations.
  - i. Contractor may propose using outside subcontractor services for the installation of Contractor's electrical needs, subject to receiving written approval from OCCC.

13. Telecommunications Circuits

- a. All Telecommunications connections to the Contractor's equipment for the purpose of carrying signals to and from the OCCC sites are to be provided by the OCCC's Telecommunications Provider.
- b. Contractor provided wireless transmission systems for the purpose of bypassing LEC, CLEC or OCCC's Telecommunications Provider services is not permitted; however, the OCCC will review and evaluate requests for wired and/or wireless services as a backup, disaster recovery, and/or bypassing option that does not adversely impact the required services and level of services to support the Contractor's in-building clients.

- c. Contractor has the ability to negotiate directly with the OCCC's Telecommunications Provider to obtain the best rate(s) possible for connecting their in-building cellular distribution system(s) to the regulated public telecommunications network provider services.
  - d. Dedicated Lines to be provided by the OCCC's Telecommunications Provider include but may not be limited to:
    - i. T1 (DS1) or above service;
    - ii. Ethernet;
    - iii. Digital Fiber Looped Services;
    - iv. CLEC and LEC services that are regulated by the FCC and/or Florida PSC; and
    - v. Rates for these connections will not exceed the rates charged by the OCCC's Provider to other in-building service companies, as per contract.
14. Removal of Contractor's Operator's Equipment - At the end of this Contract either by term expiration or cancellation, the Contractor shall remove all Contractors' equipment and property from the OCCC property within thirty (30) days after the effective date of the termination of this Contract. This includes but is not limited to mounts, mounting hardware, cable trays, cables, antennas, and all other associated equipment with this service.
- a. If, upon expiration or termination of this Contract, Contractor fails to remove its equipment pursuant to the provisions of this Contract, then OCCC shall have the right to remove the equipment and charge Contractor for the costs of such removal.
  - b. Contractor is responsible for restoring the OCCC's site and facilities to their original condition or similar as approved by the OCCC.
15. Long-range Master Plan - Contractor acknowledges that OCCC is from time-to-time in various stages of preparing and implementing long-range master plans for the disposition and usage of its facilities and structures.
- a. Contractor acknowledges that future structure and facility usage may be impacted by the results contained from such master planning.
  - b. Any future modifications and/or changes shall be at the Contractor's expense.
16. Non-Interference - The Contractor's installations shall not interfere with the operation, maintenance, use, service, safety, or product quality of the OCCC's facilities. The OCCC already has existing wireless voice and data services inside its facilities and the Operator must not interfere with current or future private wireless services offered by the OCCC. This includes not allowing the Contractor's service or equipment to provide competing wireless voice and data services inside the OCCC or on OCCC property.
17. OCCC Usage - The Contractor shall provide their wireless services to allow and account for the OCCCs use of this service as well as by clients of the OCCC. Contractor must provide the plan for how this will be accounted for and how it will not impact other client usage while at the OCCC. The Contractor shall provide the calculations and justification for such calculations to support this requirement.
18. Specifications for OCCC Building Systems Infrastructure - Contractor shall provide Heat and Floor Load analysis for the main equipment areas at both buildings.

#### Section 1: Permitting

- 1.1 Low Voltage Permitting shall be a requirement for this project. N/S and West buildings will require separate permits due to physical address

## Section 2: Standards

- 2.1 Comply with TIA/EIA-568-B.3 for fiber optic cabling
- 2.2 Comply with NECA 1 for cable installation
- 2.3 Comply with ANSI 4/TIA/EIA-606-A, telecommunications administrations
- 2.4 Comply with TIA/EIA-569-A for pull box sizing, length of conduit
- 2.5 Comply with ANSI-J-STD-607-A for grounding
- 2.6 Comply with TIA/EIA-569-A for telecommunication pathways and spaces
- 2.7 Comply with TIA/EIA-569-A, Annex A, "Fire stopping"

## Section 3: As-Built

- 3.1 Provide As-Built documentation on all IDC, IDF & TTB locations to include the copper horizontal distribution, fiber optic cabling and antenna locations.
19. Technology Updates/Changes - The Contractor must keep their infrastructure and equipment updated as necessary to insure clients have the same level or better of cellular services inside the OCCC as outside the OCCC.
- a. All such upgrades, changes, improvements or other shall be approved by the OCCC Information Services Division Manager prior to any work taking place.
20. Advertising Rights - The Contractor shall not advertise any of the services inside the OCCC or the fact that the Contractor provides these types of services inside the OCCC without the specific written consent of the OCCC. This includes any advertising that might conflict or compete with the existing services offered by the OCCC to its clients.
21. OCCC Exclusive Telecommunication Services
- a. The OCCC retains all exclusivity rights, authorized by law, related to its current and future wired and wireless telecommunication services. To the extent authorized by law, only OCCC or its contracted provider is allowed to advertise, promote, offer and support wired and wireless telecommunication services to OCCC customers who are contracted to do business at the OCCC. This includes all event related and non-event related wireless facilities on OCCC property.
  - b. The Contractor shall not, except for broadcasting its authorized frequencies generally for Contractor's resellers and other customers, provide, permit, authorize, create any agreement, promote, support, authorize any agent, third party provider, or other group that exclusively addresses services for resellers within Contractor's resale channel within the OCCC of the Contractor's licensed and unlicensed cellular and/or licensed and unlicensed wireless data services inside or at the OCCC to any OCCC customers. This includes offering services exclusively for these resellers within the OCCC as a replacement or in direct competition with the OCCC's existing wired or wireless client service offerings. Such actions shall be in direct violation of the OCCCs exclusive right to provide telecommunication services to its customers and shall be in violation of this contract.
  - c. Should the Contractor need to support specific events or exhibitor locations, the Contractor shall acquire written approval from the OCCC Information Services Manager.

**ATTACHMENT B  
ACCESS FEE PAYMENTS**

1. The initial five (5) year contract term Access Fee Monthly Payments of \$3,500.00 shall be paid starting August 1, 2011 with a one (1) percent increase at the beginning of each Contract Year.
2. The follow-on three (3) additional five (5) year terms the Access Fee Monthly Payments shall be as follows:
  - A. The Contractor shall pay the Access Fee monthly with a one (1) percent increase at the beginning of each contract year.
3. The Contractor shall pay the Access Fee on a monthly basis. The Access Fee shall be paid in full no later than the twentieth (20) day of the previous month for the following month. Payments not received by the twentieth (20) day of the previous month for the following month shall incur a "late penalty" of 1.5% per whole or partial month of the outstanding balance. The late penalty shall be remitted to the County either:
  - A. As a separate item (noting the period of covered for the late fee) included with the check for the Access Fee; or
  - B. In a separate check.

The OCCC Business Office will be responsible for assessing the late penalties, if applicable. All payments shall be sent to the attention of the OCCC Business Office, P.O. Box 691509, Orlando, FL 32869-1509.



**Request for Taxpayer  
Identification Number and Certification**

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)  
**T-Mobile South, LLC**

Business name, if different from above

Check appropriate box:  Individual/Sole proprietor  Corporation  Partnership  Other **company**  Exempt from backup withholding

Address (number, street, and apt. or suite no.)  
**P. O Box 70870 CM9762**

City, state, and ZIP code  
**St. Paul, MN 55170**

Requester's name and address (optional)

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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								
or								
Employer identification number								
2	0	3	9	4	5	4	8	3

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. person (including a U.S. resident alien).

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person  Date **12.30.05**

**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,





AGENCY CUSTOMER ID: 10616550

LOC #:

# ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Aon Risk Insurance Services West, Inc.	NAMED INSURED T-Mobile USA, Inc
POLICY NUMBER See Certificate Number: 570047010354	
CARRIER See Certificate Number: 570047010354	NAIC CODE
	EFFECTIVE DATE

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

canceled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to "Blanket per List on file" - 30 Days Notification. All other terms and conditions of the Policy remain unchanged, with regard to the general liability and Automobile Liability policies. See Attached Addendum for Site Information.

**INSURED**

T-Mobile USA, Inc  
its Subsidiaries and Affiliates  
12920 SE 38th Street  
Bellevue WA 98006 USA

**Site List**

A2IB009A, Hilton/waldorf Bonnet Crk., 14100 Bonnet Creek Resort Ln., Southwest Orange, FL.

**Certificate No :**

570047010354

**ENDORSEMENT # 022**

This endorsement, effective 12:01 a.m., May 1, 2012 forms a part of  
Policy No. RGD500025901 issued to T-MOBILE USA, INC.  
by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED – WHERE REQUIRED UNDER CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under all coverage parts.

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM  
RAILROAD PROTECTIVE LIABILITY COVERAGE FORM

Section II – WHO IS AN INSURED is amended to include as an Insured any person or organization for whom you have agreed under written contract or agreement to provide insurance.

However, the insurance provided shall not exceed the scope of coverage and/or limits of this policy. Notwithstanding the foregoing sentence, in no event shall the insurance provided exceed the scope of coverage and/or limits required by said contract or agreement.

All other terms and conditions remain the same.

  
\_\_\_\_\_  
(Authorized Representative)

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

Where required by written contract or agreement executed prior to loss (except where not permitted by law).

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<b>Named Insured:</b> T-MOBILE USA, INC.  <b>Endorsement Effective Date:</b> May 1, 2012
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**SCHEDULE**

<b>Name(s) Of Person(s) Or Organization(s):</b>  Where required by written contract or agreement executed prior to loss (except where not permitted by law).  <hr/> Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
--

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM
- BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**Changes In Conditions**

The **Transfer Of Rights Of Recovery Against Others To Us** Condition is changed by adding the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for "bodily injury" or "property damage" arising out of your ongoing operations or work you performed under a contract with that person or organization. This waiver applies only to the person or organization shown in the Schedule below:

**SCHEDULE**

Name of Person(s) or Organization(s):

Any person or organization for whom you are required to waive your right of recovery under the terms of a written contract.

All other terms and conditions remain the same.

  
\_\_\_\_\_  
(Authorized Representative)





# CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
07/10/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

<b>PRODUCER</b> Aon Risk Insurance Services West, Inc. Seattle WA Office 1420 Fifth Avenue Suite 1200 Seattle WA 98101-4030 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (206) 749-4800      FAX (A/C. No.): (206) 749-4860	
	<b>E-MAIL ADDRESS:</b> PRODUCER CUSTOMER ID #: 10616550	
<b>INSURED</b> T-Mobile USA, Inc its Subsidiaries and Affiliates 12920 SE 38th Street Bellevue WA 98006 USA	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC #	
	INSURER A: Allianz Global Risks US Insurance Co.      35300	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

Holder Identifier:

**COVERAGES**      **CERTIFICATE NUMBER:** 570047012618      **REVISION NUMBER:**

**LOCATION OF PREMISES/ DESCRIPTION OF PROPERTY** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

See Attached Addendum for Site Information.

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS	
A	<input checked="" type="checkbox"/>	PROPERTY	CLP3013290	05/01/2012	05/01/2013	BUILDING		
		CAUSES OF LOSS				DEDUCTIBLES	PERSONAL PROPERTY	
		BASIC				BUILDING	BUSINESS INCOME w/o Extra Expense	
		BROAD				CONTENTS	EXTRA EXPENSE	
	<input checked="" type="checkbox"/>	SPECIAL					RENTAL VALUE	
		EARTHQUAKE					BLANKET BUILDING	
		WIND					BLANKET PERS PROP	
		FLOOD					<input checked="" type="checkbox"/> BLANKET BLDG & PP	\$5,000,000
		Blkt B&PP Ded						
	<input type="checkbox"/>	INLAND MARINE	TYPE OF POLICY					
		CAUSES OF LOSS	POLICY NUMBER					
		NAMED PERILS						
	<input type="checkbox"/>	CRIME						
		TYPE OF POLICY						
	<input type="checkbox"/>	BOILER & MACHINERY / EQUIPMENT BREAKDOWN						

CERTIFICATE NUMBER: 570047012618

**SPECIAL CONDITIONS / OTHER COVERAGES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

All Risk of Direct Physical Loss or Damage, Includes Property, BPP, BI, EE, Flood & Earth Movement, Replacement Cost - Property Damage, Actual Loss Sustained - Time Element. A Waiver of Subrogation is granted in favor of Certificate Holder as required by written contract but limited to the operations of the Insured under said contract, with respect to the Property policy.

<b>CERTIFICATE HOLDER</b>  Orange County Board of County Commission Purchasing & Contracts Division Attn: Gale Johnson 400 E. South Street Orlando FL 32801 USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**INSURED**

T-Mobile USA, Inc  
its Subsidiaries and Affiliates  
12920 SE 38th Street  
Bellevue WA 98006 USA

**Site List**

A2IB009A, Hilton/waldorf Bonnet Crk., 14100 Bonnet Creek Resort Ln., Southwest Orange, FL.