

SOUTH SAN FRANCISCO SERVICES AGREEMENT

This Services Agreement (this “**Agreement**”) is made and entered into between the City of South San Francisco, a municipal corporation (“**City**”) and Smartwave Technologies, LLC., (“**Consultant**”) effective as of January 25, 2023, (the “**Effective Date**”). City and Consultant are hereinafter collectively referred to as (the “**Parties**”). In consideration of their mutual covenants, the Parties hereby agree as follows:

1. Scope of Services. Consultant shall provide the following services and/or materials (“the Work”): installation of Wi-Fi equipment on utility poles in identified low-income areas of the City and two years of maintenance and support, as more specifically described in the Scope of Services, attached hereto as Exhibit A. Equipment pricing is based on the City of Tucson Cooperative Purchasing Agreement attached hereto as Exhibit B. The Work shall commence upon written Notice to Proceed from the City to Consultant that Consultant is authorized to proceed under the terms of the Agreement, in accordance with Section 17. Equipment installation shall be completed to the satisfaction of the City no later than one (1) year from Consultant’s receipt of Notice to Proceed, or by December 31, 2024, whichever date is earlier. Maintenance and support shall begin upon completion of equipment installation and shall be completed to the satisfaction of the City after twenty-four months, or by December 31, 2026, whichever date is earlier, unless such date is extended or otherwise modified by the City in writing. In the event of a conflict or inconsistency between the text of the main body of this Agreement and any exhibit attached to this Agreement, the text of the main body of this Agreement shall prevail.

2. Payment. City shall pay Consultant an amount not to exceed: Seven Hundred Nine Thousand Eight Hundred Ninety Three Dollars and Twenty Cents (\$709,893.20) for the full and satisfactory completion of the Work in accordance with the terms and conditions of this Agreement. The amount stated above is the entire compensation payable to Consultant for the Work performed hereunder, including all labor, materials, tools and equipment furnished by Consultant. The calculation of payment for the Work shall be set forth as follows:

- A. Equipment and installation totaling \$577,593.20 shall be invoiced monthly for twelve (12) months following Consultant receipt of Notice to Proceed from the City. City shall make payments, based on invoices received, for Work satisfactorily performed.
- B. Year One maintenance and support shall commence immediately upon completion of equipment installation and shall be invoiced in one lump sum totaling \$66,150.00, prior to the performance of such Work.
- C. Year Two maintenance and support shall commence immediately upon completion of Year One maintenance and support and shall be invoiced in one lump sum totaling \$66,150.00, prior to the performance of such Work.

City shall make payments, based on invoices received. City shall have thirty (30) days from the receipt of an invoice to pay Consultant.

3. Independent Contractor. It is understood and agreed that this Agreement is not a contract of employment and does not create an employer-employee relationship between the City and Consultant. At all times Consultant shall be an independent contractor and City shall not control the manner of Consultant accomplishing the Work. Consultant is not authorized to bind the City to any contracts or other obligations without the express written consent of the City.

4. Indemnification. To the fullest extent permitted by law, Consultant shall indemnify, defend (with counsel acceptable to the City), and hold harmless the City and its elected and appointed officers, officials, employees, agents, contractors and consultants (collectively, the “City Indemnitees”)

from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorneys' fees and costs of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the Work or Consultant's failure to comply with this Agreement, except such Liability caused by the gross negligence or willful misconduct of the City Indemnitees.

5. Insurance. Prior to beginning the Work and continuing throughout the term of this Agreement, Consultant (and any subcontractors) shall, at Consultant's (or subcontractor's) sole cost and expense, furnish the City with certificates of insurance evidencing that Consultant has obtained and maintains insurance in the following amounts:

A. Workers' Compensation that satisfies the minimum statutory limits.

B. Commercial General Liability and Property Damage Insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, TWO MILLION DOLLARS (\$2,000,000) annual aggregate, for bodily injury, property damage, products, completed operations and contractual liability coverage. The policy shall also include coverage for liability arising out of the use and operation of any City-owned or City-furnished equipment used or operated by the Consultant, its personnel, agents or subcontractors.

C. Comprehensive automobile insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence for bodily injury and property damage including coverage for owned and non-owned vehicles.

D. Professional Liability Insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions.

All insurance policies shall be written on an occurrence basis and shall name the City Indemnitees as additional insureds with any City insurance shall be secondary and in excess to Consultant's insurance. If the Consultant's insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible. The certificates shall contain a statement of obligation on the part of the carrier to notify City of any material change, cancellation, termination or non-renewal of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation, termination or non-renewal. The City's Risk Manager may waive or modify any of the insurance requirements of this section.

6. Compliance with all Applicable Laws; Nondiscrimination. Consultant shall comply with all applicable local, state and federal laws, regulations and ordinances in the performance of this Agreement. Consultant shall not discriminate in the provision of service or in the employment of persons engaged in the performance of this Agreement on account of race, color, national origin, ancestry, religion, gender, marital status, sexual orientation, age, physical or mental disability in violation of any applicable local, state or federal laws or regulations. Consultant shall comply with additional contract provisions for Non-Federal Entity Contracts Under Federal Awards (2 C.F.R. § 200.327 et. seq.; Appendix II to Part 200), as applicable, attached hereto as Exhibit D and incorporated herein.

7. Termination. City may terminate or suspend this Agreement at any time and without cause upon written notification to Consultant. Upon receipt of notice of termination or suspension, Consultant shall immediately stop all work in progress under this Agreement. The City's right of termination shall be in addition to all other remedies available under law to the City. In the event of termination or suspension of this Agreement by the City the City shall pay Consultant for all Work satisfactorily performed prior to the date of termination.

8. Prevailing Wage. Where applicable, the wages to be paid for a day's work to all classes of laborers, workmen, or mechanics on the work contemplated by this Purchase Agreement, shall be not less than the prevailing rate for a day's work in the same trade or occupation in the locality within the state where the work hereby contemplates to be performed as determined by the Director of Industrial Relations pursuant to the Director's authority under Labor Code Section 1770, *et seq.* Each laborer, worker or mechanic employed by Consultant or by any subcontractor shall receive the wages herein provided for. The Consultant shall pay two hundred dollars (\$200), or whatever amount may be set by Labor Code Section 1775, as may be amended, per day penalty for each worker paid less than prevailing rate of per diem wages. The difference between the prevailing rate of per diem wages and the wage paid to each worker shall be paid by the Consultant to each worker.

An error on the part of an awarding body does not relieve the Consultant from responsibility for payment of the prevailing rate of per diem wages and penalties pursuant to Labor Code Sections 1770-1775. The City will not recognize any claim for additional compensation because of the payment by the Consultant for any wage rate in excess of prevailing wage rate set forth. The possibility of wage increases is one of the elements to be considered by the Consultant.

(A) Posting of Schedule of Prevailing Wage Rates and Deductions. If the schedule of prevailing wage rates is not attached hereto pursuant to Labor Code Section 1773.2, the Consultant shall post at appropriate conspicuous points at the site of the project a schedule showing all determined prevailing wage rates for the various classes of laborers and mechanics to be engaged in work on the project under this contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

(B) Payroll Records. Each Consultant and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Consultant in connection with the public work. Such records shall be certified and submitted weekly as required by Labor Code Section 1776.

9. Payment of Taxes; Tax Withholding. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes. To be exempt from tax withholding, Consultant must provide City with a valid California Franchise Tax Board form 590 ("Form 590"), as may be amended and such Form 590 shall be attached hereto and incorporated herein as Exhibit C. Unless Consultant provides City with a valid Form 590 or other valid, written evidence of an exemption or waiver from withholding, City may withhold California taxes from payments to Consultant as required by law. Consultant shall obtain and maintain on file for three (3) years after the termination of this Agreement, Form 590s (or other written evidence of exemptions or waivers) from all subcontractors. Consultant accepts sole responsibility for withholding taxes from any non-California resident subcontractor and shall submit written documentation of compliance with Consultant's withholding duty to City upon request.

10. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

11. Entire Agreement. This Agreement represents the entire and integrated agreement between the Parties. This Agreement may be modified or amended only by a subsequent written agreement signed by both Parties.

12. Non-Liability of Officials, Employees and Agents. No officer, official, employee or agent of City shall be personally liable to Consultant in the event of any default or breach by City or for any amount which may become due to Consultant pursuant to this Agreement.

13. Prevailing Party. In the event that either party to this Agreement commences any legal action or proceeding (including but not limited to arbitration) to interpret the terms of this Agreement, the prevailing party in such a proceeding shall be entitled to recover its reasonable attorney's fees associated with that legal action or proceeding.

14. Notice. All notices and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given (i) when received if personally delivered; (ii) when received if transmitted by telecopy, if received during normal business hours on a business day (or if not, the next business day after delivery) provided that such facsimile is legible and that at the time such facsimile is sent the sending Party receives written confirmation of receipt; (iii) if sent for next day delivery to a domestic address by recognized overnight delivery service (e.g., Federal Express); and (iv) upon receipt, if sent by certified or registered mail, return receipt requested. In each case notice shall be sent to the respective Parties as follows:

Consultant:

Smartwave Technologies, LLC.
2662 Holcomb Bridge Rd., Ste. 340
Alpharetta, GA 30022
Attn: Kevin J Brangers

City:

City Clerk
City of South San Francisco
400 Grand Avenue
South San Francisco, CA 94080

15. Execution in Counterpart. This Agreement may be executed in counterparts and/or by facsimile or other electronic means, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterpart, shall constitute one Agreement, which shall be binding upon and effective as to all Parties.

16. Assignment, Governing Law. The Consultant may not assign any of Consultant's obligations under this Agreement without the City's prior written approval. This Agreement is governed by California law. The jurisdiction for any litigation arising from this Agreement shall be in the state of California, and shall be venued in the County of San Mateo.

17. Notice to Proceed. Notwithstanding all other terms in this Agreement, or any other document, Consultant's commencement of any and all Work under this Agreement shall be contingent upon the City's receipt of Pacific Gas and Electric Company authorization to proceed with the Work as

described in Section 1 above. Consultant shall not commence with any Work, including but not limited to services and purchase of materials, under this Agreement until Consultant receives written authorization from the City to proceed. The City shall not be liable or responsible to Consultant or any third party for any action taken, or Work commenced by Consultant or third party prior to receipt of written authorization from the City.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date written above.

CITY:

CONSULTANT:

By: _____
Interim City Manager, Sharon Ranals

By: _____

Print Name: Kevin J Brangers

Title: President/CFO

ATTESTED:

By: _____
City Clerk, Rosa Acosta

APPROVED AS TO FORM:

City Attorney, Sky Woodruff

5273460.1

Proposed Network Design

Scalable and Flexible, Supports Multiple Technologies



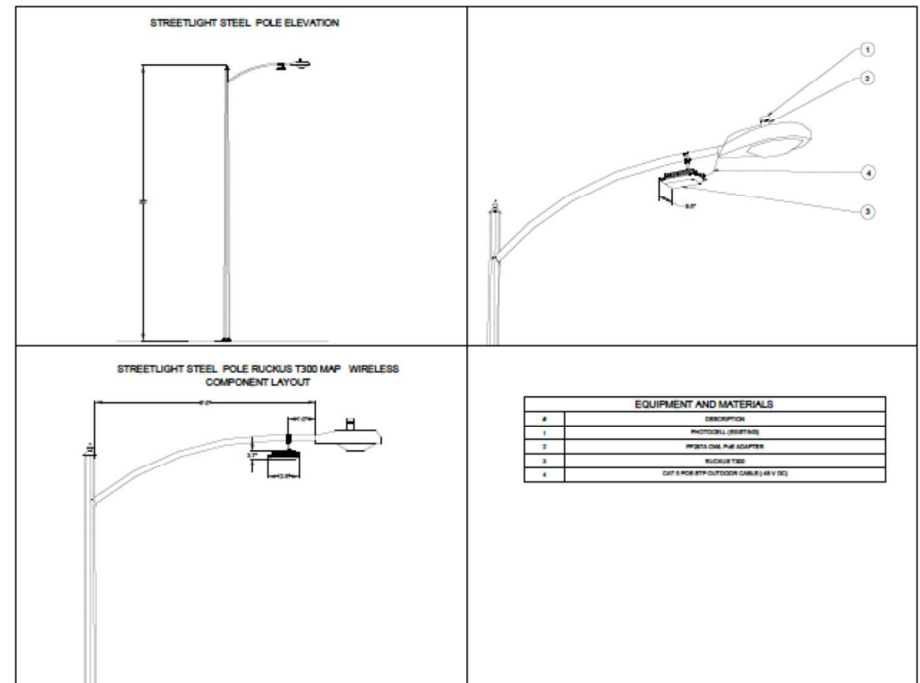
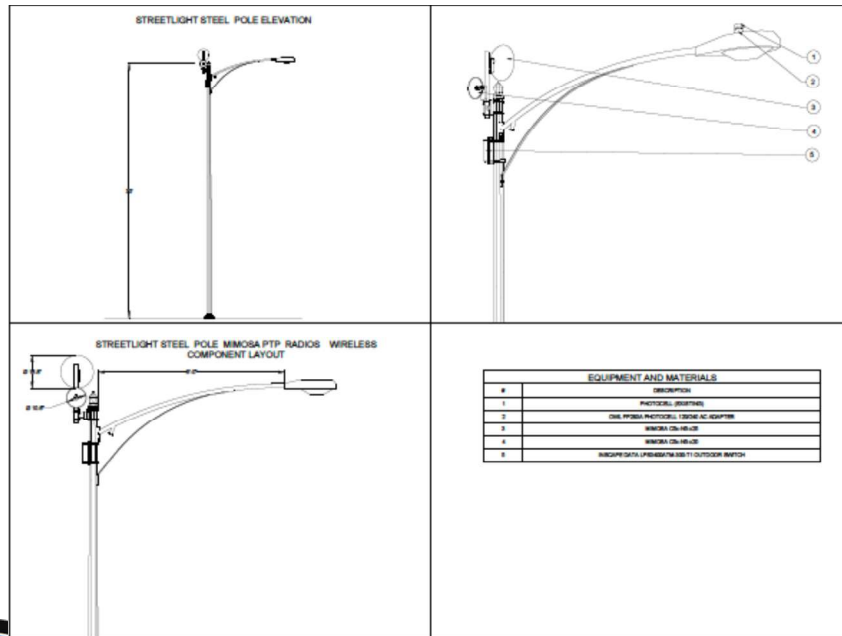
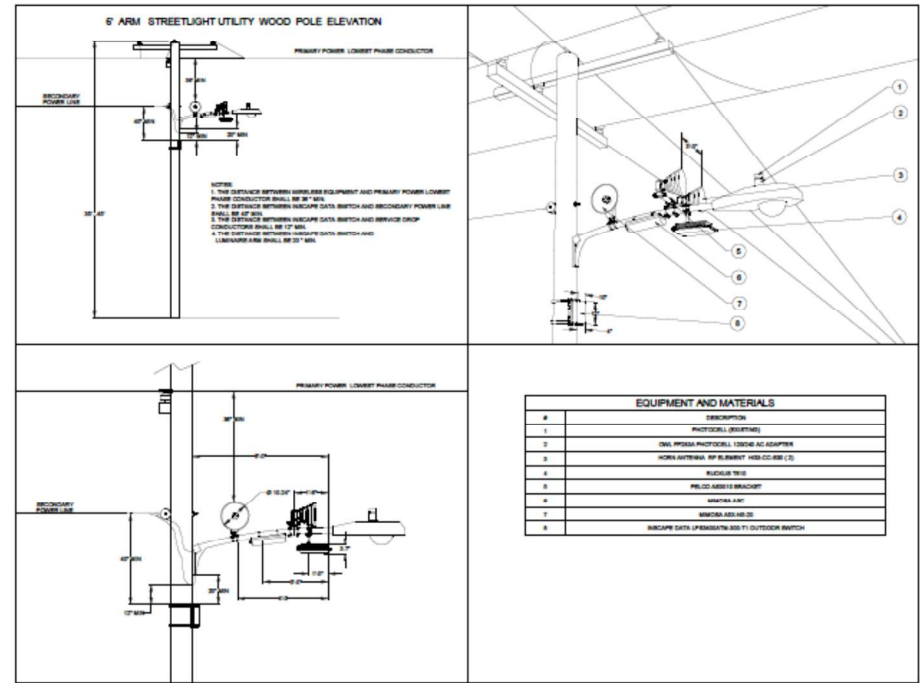
Proposed Network Design

AP Placement Map



Solution Overview

Installation Drawings



Project: Community Wireless Broadband - Low Income Zone
 Tony Barrera
City of South San Francisco
 329 Miller Avenue
 So. San Francisco, CA 94080
 tony.barrera@ssf.net

****PRICES GOOD UNTIL March 31, 2023****

EQUIPMENT/MATERIALS DESCRIPTION	PART NUMBER	QUANTITY	UNIT PRICE
PTP and PTMP Materials			
SmartLink 24GHz Unlicensed PTP Link (Up to 1.4Gbps) - Materials (2 v3000 Radios - C600500C024A)	Item 6	2 ea	\$5,500.00
cnWave V3000 Client Node Antenna Assembly, 44.5dBi (2) (C600500D001A)	Part of Item 6	2 ea	\$0.00
cnWave Precision Mounting Bracket (2) (C000000L125A)	Part of Item 6	2 ea	\$0.00
Gigabit Surge Suppressor (2) (C000000L033A)	Part of Item 6	2 ea	\$0.00
5GHz Unlicensed BSU - Materials (v5000 - C600500A004A)	Item 2	22 ea	\$2,000.00
Universal Pole Mount Bracket for 1"-3" diameter poles (C000000L137A)	Part of Item 2	22 ea	\$0.00
Grounding Cable, 0.6m with M6 ring to M6 ring (C000000L138A)	Part of Item 2	22 ea	\$0.00
Gigabit Surge Suppressor (C000000L033A)	Part of Item 2	22 ea	\$0.00
Linkpower Injector Converts 802.bt to 51V Passive PoE, Output 72W 1.41A (APC1048-BT)	Part of Item 2	22 ea	\$0.00
5GHz Unlicensed SU - Materials (v1000 - C600500C001A)	Item 4	16 ea	\$1,000.00
Universal Wall Mount (C000000L136A)	Part of Item 4	16 ea	\$0.00
Grounding Cable, 0.6m with M6 ring to M6 ring (C000000L138A)	Part of Item 4	16 ea	\$0.00
Gigabit Surge Suppressor (C000000L033A)	Part of Item 4	16 ea	\$0.00
LinkPower APC1048 802.3af to 48V Passive PoE Converter, 2KV Surge, 48V (APC1048V2)	Part of Item 4	16 ea	\$0.00
Ruckus WiFi Materials			
Ruckus SZ100 and VSCG License Upgrade for 1 AP	L09-0001-SG00 Item 20	105 ea	\$65.00
Ruckus Smartcell Insight Management Software License for 1 AP	909-SCIL-0000 Item 20	105 ea	\$10.00
Ruckus T750 802.11ax Outdoor Wireless Access Point, 4x4:4 Stream, Omnidirectional Beamflex+ coverage, 2.4GHz and 5GHz concurrent dual band, (1x) 2.5G Ethernet port, (1x) 10/100/1000 Ethernet port, 100-240 Vac, POE in and PSE out	901-T750-US01	105 ea	\$1,887.00
Mounting Kits for Ruckus T610/T610s	901-0125-0000 Item 20	105 ea	\$84.00
Switches and Other Installation Materials			
Managed Hardened Gigabit Ethernet PoE++ Switch - (8) 10/100/1000 PoE++ ports with (2) 100/1000 dual speed SFP slots	SISPM1040-582-LRT Item 23	3 ea	\$1,241.00
48VDC 2.5A Universal AC Power Supply, DIN Rail Mount	25104 Item 23	3 ea	\$393.00
Outdoor Rated 6-Port Gigabit Managed High Power 802.3bt PoE Switch with 4 PoE Ports and 2 SFP Fiber Gigabit Ports, 90W Per PoE Port, 300W Total	LPS3400ATMP-300-T1 Item 23	39 ea	\$821.00
Outdoor Pole Mounting Kit for Outdoor Switch	MMK0001-L Item 23	39 ea	\$50.00
Photocell Power Tap Continuous On; 120V; Base- Standard 7-pin Twist-lock per ANSI; C136.10; Cord length - 20 ft	SW-5771-20-1 Item 23	94 ea	\$133.00

SmartWAVE Technologies LLC

6985 Via Del Oro, #A-1
 San Jose, CA 95119

EQUIPMENT/MATERIALS DESCRIPTION	PART NUMBER	QUANTITY		UNIT PRICE
Non-penetrating SLED Mount, 8ft Mast, Protective Mat, Blocks, etc	SWSLED8FT Item 23	3	ea	\$360.00
Outdoor grade CAT6 Cabling Materials, Shielded RJ45s, and Ground Wire	SWCAT60D Item 23	11	ea	\$129.00
Outdoor rated POE Surge Protection 100/1000Mbps	SWCMJPOE8A Item 23	22	ea	\$108.00
Manufacturer Support, Network Monitoring/Optimization and Reporting				
Partner WatchDog Support for vSCG License supporting 1 Ruckus AP - 5 Year	S02-0001-1LSG Item 21	105	ea	\$21.00
Partner WatchDog Support for SmartCell Insight, Single AP - 5 Year	802-SCIL-1L00 Item 21	105	ea	\$3.00
SmartWave Technical Support - Network Monitoring, Optimization and Reporting and Technician Dispatch - 1 Years (\$360/year)	Item 13	147	ea	\$360.00
Professional Services				
SmartLink 24GHz Unlicensed PTP Link (Up to 1.4Gbps) - Installation Services	Item 6	2	ea	\$4,000.00
5GHz Unlicensed BSU - Installation Services	Item 2	22	ea	\$3,000.00
5GHz Unlicensed SU - Installation Services	Item 4	16	ea	\$1,000.00
Pole Mounted Gateway Mesh Node - Installation Services	Item 8	105	ea	\$1,000.00
Senior RF/Network Engineer Hourly Rate	Item 24	82	hrs	\$135.00
RF/Network Technician Hourly Rate	Item 26	63	hrs	\$75.00
Project Manager Hourly Rate	Item 25	15	hrs	\$110.00

PRICING SUMMARY

Materials/Equip	\$ 342,078.00
Lic/Support (1-Year)	\$ 55,440.00
Professional Services	\$ 212,445.00
Sales Tax (9.875%)	\$ 33,780.20
Grand Total	\$ 643,743.20

Pricing Notes:

- Taxes are included for hardware items.
- Payment Terms are Net-30 upon receipt of an invoice.
- SmartWave will retain ownership of the equipment until payment is made in full.
- Professional Services include site survey, design, staging, configuration, installation and testing.
- Price is based on quantity of radios listed and subject to change upon completion of the design.
- Price assumes use of SmartWAVE's Cloud Controller.
- Price assumes Internet/Fiber access available at 3 locations in the coverage area.
- Price assumes space is available in facilities to install NEMA enclosure to house Fiber Switches.
- Price assumes all Mesh Node and Wireless Gateway Mesh Node locations can be powered via Photocell at Street Light locations.
- Price assumes all street lights and traffic signals in coverage area are accessible for equipment installation.
- Price assumes all street lights have 24/7 power and 3-prong or 7-pin removable photocell adapter.
- Price does not include Permits, Traffic Control Plans, Structural Analysis, Circuit Tracing, Electrical or Conduit work.
- Price is based on coverage to the front door of household locations in the target area, based on street light assets available.
- Price assumes access to all City assets in the coverage area.
- Price assumes standard working hours of 8am-5pm, M-F.
- Price for Core Network Infrastructure (Firewall, DHCP Services, Router, etc) is quoted separately.
- Price includes 1 Year of post installation support to include network monitoring, optimization, revision level upgrades and technician dispatch.
- Price is based on Tucson Cooperative Agreement #120558.

SmartWAVE Technologies LLC

6985 Via Del Oro, #A-1
San Jose, CA 95119



Project: CWB Annual Support and Maintenance Renewals
 Tony Barrera
City of South San Francisco
 329 Miller Avenue
 So. San Francisco, CA 94080
 tony.barrera@ssf.net

****PRICES GOOD FOR 30 DAYS FROM PROPOSAL DATE****

<u>MATERIAL / EQUIPMENT DESCRIPTION</u>	<u>MANF. PART #</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>
Wireless Equipment			
Community Wireless Broadband Wi-Fi Project - SmartWAVE outdoor PTP Support Services - Virtual Controller Hosting, SCI Analytics Monitoring, PRTG, Optimization, Support and Truck Roll - 1 YR (01/01/2024 thru 12/31/2024)	SWSPPTOD-PTP	42 ea	\$450.00
Community Wireless Broadband Wi-Fi Project - SmartWAVE outdoor AP Support Services - Virtual Controller Hosting, SCI Analytics Monitoring, PRTG, Optimization, Support and Truck Roll - 1 YR (01/01/2024 thru 12/31/2024)	SWSPPTOD-AP	105 ea	\$450.00

PRICING

Materials/Equip	\$66,150.00
Professional Svcs	\$0.00
Tax (Not Incl)	\$0.00
GRAND TOTAL	\$66,150.00

Pricing Notes:

1. Taxes are not applicable.
2. Payment Terms are Net-30 upon received invoice.
3. Unless noted above, all support renews on TBD and will be extended through TBD
4. Price includes use of SmartWave Cloud Services, AP license support and full SCI reporting
5. Price includes SmartWave Engineering Support which covers all software updates.
6. Price includes PRTG monitoring, remote trouble shooting and truck rolls
7. Support does not cover replacement or relocating of any equipment
8. Outdoor support has been reduced from standard rate of \$540 per AP to \$450 per AP (includes SmartWAVE Cloud and SCI hosting services)
9. If Applicable, Indoor support has been reduced from standard rate of \$240 per AP to \$185 per AP (includes SmartWAVE Cloud and SCI hosting services)
10. Smartwave Hosted Cloud Support has been reduced from standard rate of \$150 per AP and included in the overall support cost



SmartWAVE Technologies

Pricing Menu

Prices good from 2/16/2022 to 2/15/2023

SmartWave Technologies LLC
 2662 Holcomb Bridge Rd, Suite 340
 Alpharetta, GA 30022
 678.730.1950 (o); 678.730.1954 (f)
 Vendor # 0008093

No	Product Description	Material	Labor	Unit Price with 8.1% Tax	Pricing Notes
PTMP Unit Pricing					
1	4.9GHz WiMAX 802.16 BSU - Installed	\$ 4,400.00	\$ 4,000.00	\$ 8,756.40	Includes Radio, Antenna, Antenna Cable, 150-ft OD-Cat5, Surge Protection, Installation (Does not include conduit, NEMA Enclosure, Electrical Work, or Tower Work). Assumes location is roof top or bucket truck accessible.
1a	4.9GHz WiMAX 802.16 BSU Mobility Upgrade	\$ 535.00	\$ -	\$ 578.34	Software License Upgrades required to convert Base Stations to support Mobility.
2	5GHz Unlicensed BSU (100Mbps) - Installed	\$ 2,000.00	\$ 3,000.00	\$ 5,162.00	Includes Radio, Antenna, Antenna Cable, 150-ft OD-Cat5, Surge Protection, Installation (Does not include conduit, NEMA Enclosure, Electrical Work, or Tower Work). Assumes location is roof top or bucket truck accessible.
3	4.9GHz WiMAX 802.16 Outdoor SU - Installed	\$ 1,250.00	\$ 1,600.00	\$ 2,951.25	Includes Radio, Antenna, Antenna Cable, 150-ft OD-Cat5, Surge Protection, Installation (Does not include conduit, NEMA Enclosure, Electrical Work, or Tower Work). Assumes location is roof top or bucket truck accessible.
4	5GHz Unlicensed SU (100Mbps) - Installed	\$ 1,000.00	\$ 1,000.00	\$ 2,081.00	Includes Radio, Antenna, Antenna Cable, 150-ft OD-Cat5, Surge Protection, Installation (Does not include conduit, NEMA Enclosure, Electrical Work, or Tower Work). Assumes location is roof top or bucket truck accessible.
PTP - Licensed and Unlicensed Option					
5	Licensed 11/18GHz PTP Link (Up to 400Mbps) - Installed	\$ 13,000.00	\$ 4,000.00	\$ 18,053.00	Includes 2 Radios, Antennas, Power supplies, Surge Protection, 250FT Cat5 Cable, Sled Mounts, License Registration, Path Analysis and Installation (Does not include conduit, electrical work, switches, or NEMA Enclosures)
6	SmartLink 24GHz Unlicensed PTP Link (Up to 1.4Gbps) - Installed	\$ 5,500.00	\$ 4,000.00	\$ 9,945.50	Includes 2 Radios, Antennas, Power supplies, Surge Protection, 250FT Cat5 Cable, Sled Mounts, Path Analysis and Installation (Does not include conduit, electrical work, switches, or NEMA Enclosures)

7	SmartLink 5GHz Unlicensed 100Mbps PTP Link	\$	2,000.00	\$	4,000.00	\$	6,162.00	Includes 2 Radios, 2-FT Antennas, Power supplies, Surge Protection, 250FT Cat5 Cable, Sled Mounts, Path Analysis and Installation (Does not include conduit, electrical work, switches, or NEMA Enclosures)
Other Products and Services								
8	Pole Mounted Gateway Mesh Node	\$	4,475.00	\$	1,000.00	\$	5,837.48	Includes Surge Protection, 250ft OD Cat5, Mesh Radio, Mounting Brackets, Power Supply, Tropos Control License, Installation
9	Vicon Outdoor Pressurized PTZ IP-Camera	\$	4,250.00	\$	700.00	\$	5,294.25	Includes IP PTZ Camera, Dome, Brackets, Power Supply, and Installation (Does not include conduit or electrical work).
10	Mobile Mounted Mesh Node	\$	2,500.00	\$	535.00	\$	3,237.50	Includes mobile radio, mounting hardware and Antenna in Shop and not at location. Customer is responsible for vehicle delivery.
11	Mobile Mounted WiMAX Node	\$	1,250.00	\$	1,600.00	\$	2,951.25	Includes mobile radio, mounting hardware and Antenna in Shop and not at location. Customer is responsible for vehicle delivery.
12	Mobile Mounted PepWave Radio	\$	600.00	\$	600.00	\$	1,248.60	Includes mobile radio, mounting hardware and Antenna in Shop and not at location. Customer is responsible for vehicle delivery.
13	Wireless Equipment Maintenance - 1 Year	\$	360.00	\$	360.00	\$	360.00	Per Device - Network monitoring, optimization and Truck Roll services required for maintenance related services. Does not include move, add, change work, or manufacturer extended warranties.
14	CCTV Equipment Maintenance - 1 Year	\$	220.00	\$	220.00	\$	220.00	Per Device - Network monitoring, optimization and Truck Roll services required for maintenance related services. Does not include move, add, change work, or manufacturer extended warranties.
15	Airspan Hardware - Percent of List Price		80%		80%		80%	Percent of list price for all Airspan Hardware
16	Airspan Support - Percent of List Price		100%		100%		100%	Percent of list price for all Airspan Support
17	Tropos Hardware - Percent of List Price		75%		75%		75%	Percent of list price for all Tropos Hardware
18	Tropos Support - Percent of List Price		100%		100%		100%	Percent of list price for all Tropos Support
19	Vicon - Percent of List Price		65%		65%		65%	Percent of list price for all Vicon Hardware
20	Ruckus Hardware - Percent of List Price		70%		70%		70%	Percent of list price for all Ruckus Hardware
21	Ruckus Support - Percent of List Price		100%		100%		100%	Percent of list price for all Ruckus Support
22	PepLink CPEs - Percent of List Price		90%		90%		90%	Percent of list price for all PepLink Hardware

23	Wireless Appurtenant Equipment or Subcontractor - Cost plus		20%		20%		20%	Cost plus 20%
24	Senior RF/Network Engineer Hourly Rate	\$	135.00	\$	135.00	\$	135.00	Does not include Travel or Expenses. Rates may be reduced based on quantity of hours.
25	Project Manager Hourly Rate	\$	110.00	\$	110.00	\$	110.00	Does not include Travel or Expenses. Rates may be reduced based on quantity of hours.
26	RF or Installation Technician Hourly Rate	\$	75.00	\$	75.00	\$	75.00	Does not include Travel or Expenses. Rates may be reduced based on quantity of hours.
27	Tower Work Upcharge (if required)	\$	2,400.00	\$	2,400.00	\$	2,400.00	Two Man Crew Per Day

The following pricing notes apply:

- 1 Site Acquisition Services are not included in install estimates. If required, hourly rates of \$150/hr for Site Acquisition services will apply.
- 2 PE Stamped drawings are not included
- 3 Zoning, permitting or environmental services are not included
- 4 RF Planning and Propagation Modeling is not included in Mesh radio pricing
- 5 RF Channel Plan and Spectrum Analysis is included for P2MP and PTP Base Station locations
- 6 Pricing listed is subject to a mutually agreeable contract between SmartWave and City of Tucson
- 7 If not mentioned in the line item, all wireless solutions assume the customer provided switch/router is the demarcation point
- 8 Sales Tax of 8.1% has been added to the Unit Pricing.

Explanation of the Menu of Pricing - The menu of pricing is meant to provide the costs of adding different wireless components to an existing network. The pricing is not priced to provide support for a new application or any changes in the core network. There would be additional costs associated with those tasks.

Vehicle Installations

Point of Demarcation

- ⊕ Battery of the vehicle and the connector to where the user equipment plugs in
- ⊕ Pricing assumes Vehicles are delivered to SmartWave designated shop for installation (in Tucson)

Inclusions

- ⊕ The price includes all of the material, configuration, installation, and testing basic functionality of the network connection.
- ⊕ Basic coordination with owners of vehicle for installation
- ⊕ Basic coordination with the organizations to get IP/SSID/VLAN/Mgt information, update configuration documents, set up warranty, and/or monitor the device through the NOC.

Exclusions

- ⊕ New types of vehicles that may have different configurations
- ⊕ Testing or debug of existing, new, or updated applications

Pole Installations

Point of Demarcation

- ⊕ Power is a standard 110-480V photocell within 20 feet of the Radio/GW/P2P/P2MP Link.

Inclusions

- ⊕ The price includes all of the material, configuration, installation, and testing basic functionality of the network connection.
- ⊕ Basic coordination with the organizations to get IP/SSID/VLAN/Mgt information, update configuration documents, set up warranty, and/or monitor the device through the NOC.

Exclusions

- ⊕ Right to install (excludes any additionally required drawings, approvals, or permits for a new site)
- ⊕ Any special non-standard mounting brackets or other obstacles that would prevent a typical installation
- ⊕ Tower work requiring certified tower climbers

Building Installations

Point of Demarcation

- ⊕ For building mounted mesh nodes, it's assumed a 110 standard AC plug is within 100 feet of the radio installation point, and a pre-configured Ethernet port within 100 feet of the radio installation point

Inclusions

- ⊕ The price includes all of the material, configuration, installation, and testing basic functionality of the network connection.
- ⊕ Basic coordination with the organizations to get IP/SSID/VLAN/Mgt information, update configuration documents, set up warranty, and/or monitor the device through the NOC.

Exclusions

- ⊕ Right to install (excludes any additionally required PE stamped drawings, approvals, or permits for a new site)
- ⊕ Special non-standard mounting brackets, new roof penetration, or other obstacles that would prevent a typical installation



CITY OF TUCSON COOPERATIVE PURCHASING AGREEMENT

This Agreement entered into this 11th day of January, 2023 between the City of Tucson hereinafter called the "City" and City of South San Francisco, a public procurement unit, hereinafter called "eligible procurement unit," to permit the eligible procurement unit to purchase materials and services from vendors at the prices and terms contained in contracts between the City of Tucson and those vendors. Any eligible procurement unit may enter into an Agreement with the City of Tucson Department of Procurement for the purpose of utilizing their respective cooperative contracts. (Arizona Revised Statutes Section 41-2632).

In consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result thereof, the parties agree as follows:

1. The City shall make available certain contracts to the eligible procurement units.
2. For those contracts awarded by the City, specifications for the materials and services will be determined by the City of Tucson Department of Procurement.
3. City procurement processes shall be conducted in accordance with the City's Charter (Chapter 28), the City Procurement Code and City Department of Procurement administrative policies and procedures. The eligible procurement unit will insure that its own legal requirements are met and shall be responsible for any additional actions that may be necessary to meet those requirements.
4. The City may invite an eligible procurement unit to participate in any solicitation.
5. The eligible procurement unit shall:
 - a. Insure that purchase orders issued against eligible City contracts are in accordance with the terms and prices established in the City contract.
 - b. Make timely payments to the vendor for all materials and services received in accordance with the terms and conditions of the City contract. Payment for materials or services and inspection and acceptance of materials or services ordered by the eligible procurement unit shall be the exclusive obligation of such unit.
 - c. Not use a City contract as a method for obtaining additional concessions or reduced prices for contracted materials or services. The eligible procurement unit shall not advertise or market City contracts without the City's prior written consent.
 - d. Be responsible for ordering materials or services under this agreement. The City shall not be liable in any fashion for any violation by eligible procurement unit of this agreement, and the eligible procurement unit shall be responsible for any liability which may arise from action or inaction of the eligible procurement unit relating to this agreement or its subject matter.
6. The exercise of any rights or remedies by the eligible procurement unit shall be the exclusive obligation of such unit; however, the City, as the contract administrator and without subjecting itself to any liability, may join in the resolution of any controversy should it so desire.
7. The City may terminate this Agreement if the eligible procurement unit fails to comply with the terms of a City contract.
8. This Agreement shall take effect upon execution by the parties and shall continue until it is terminated in accordance with its terms. This Agreement supersedes any and all previous cooperative purchase agreements.

9. Either party may terminate this Agreement with at least thirty- (30) days written notice to the other party.
10. Failure of the eligible procurement unit to secure performance from the contractor in accordance with the terms and conditions of its purchase order does not necessarily require the City to exercise its own rights or remedies.
11. This Agreement may be cancelled pursuant to the provisions of A.R.S. 38-511.
12. This Agreement is exempt from the provisions of A.R.S. 11-952, Subsections D and F under provision of A.R.S. 41-2632.
13. The City and the eligible procurement unit agree not to discriminate against any employee or applicant for employment in violation of the terms of Federal Executive Order 11246 and State Executive Order No. 99-4, A.R.S. 41-1461 et. seq.
14. Appropriate action by ordinance, resolution or otherwise pursuant to the laws applicable to the eligible procurement unit shall be necessary before this agreement becomes effective.

IN WITNESS WHEREOF, the parties of this Agreement have caused their names to be affixed hereto by their proper officers on the dates indicated.

ELIGIBLE PROCUREMENT UNIT CONTACT INFORMATION:

Tony Barrera/IT Director	400 Grand Avenue, SSF, CA 94080
Name/Title	Address
650-829-3915	tony.barrera@ssf.net
Phone #	Email Address:

AUTHORIZED AUTHORITY FOR THE ELIGIBLE PROCUREMENT UNIT:

FOR THE CITY OF TUCSON:

Signature

Sharon Ranals
Printed Name

Interim City Manager
Title

Signature

Printed Name

Title

Dated this ___ day of _____, 2023

Dated this ___ day of _____, 20____

APPROVED AS TO FORM:

Attorney for Eligible Procurement Unit

Dated this ___ day of _____, 20____

Form approved this 9th day of January, 2009, for the City of Tucson. (Form with original signature of approval is on file in the City Clerk's Office.)

David L. Deibel
David L. Deibel, Principal Assistant City Attorney

2019 Withholding Exemption Certificate

590

The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.

Withholding Agent Information

Name

Payee Information

Name SmartWAVE Technologies LLC		<input type="checkbox"/> SSN or ITIN <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> CA Corp no. <input type="checkbox"/> CA SOS file no. 3 6 - 4 6 0 5 7 2 3	
Address (apt./ste., room, PO box, or PMB no.) 2662 Holcomb Bridge Road #340			
City (If you have a foreign address, see instructions.) Alpharetta		State GA	ZIP code 3 0 0 2 2

Exemption Reason

Check only one box.

By checking the appropriate box below, the payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

- Individuals — Certification of Residency:**
I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.
- Corporations:**
The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.
- Partnerships or Limited Liability Companies (LLCs):**
The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.
- Tax-Exempt Entities:**
The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.
- Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit-Sharing Plans:**
The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.
- California Trusts:**
At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.
- Estates — Certification of Residency of Deceased Person:**
I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.
- Nonmilitary Spouse of a Military Servicemember:**
I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE OF PAYEE: Payee must complete and sign below.

To learn about your privacy rights, how we may use your information, and the consequences for not providing the requested information, go to ftb.ca.gov/forms and search for 1131. To request this notice by mail, call 800.852.5711.

Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.

Type or print payee's name and title Al Brown Telephone (404) 731-9580

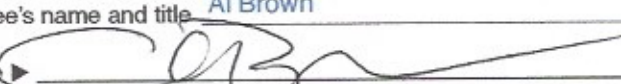
Payee's signature  Date July 21, 2020

EXHIBIT D

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

Consultant agrees to comply with the following Federal laws, regulations, and procedures, as applicable, and shall include the following in any subcontract or subagreement executed for the purposes of performing work under this Agreement, as applicable:

(1) Debarment and Suspension Certification.

- a. Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant or any person associated therewith in the capacity of owner, partner, director, officer or manager:
 - i. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 - ii. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 - iii. Does not have a proposed debarment pending; and
 - iv. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official
 - v. misconduct within the past three (3) years.

b. Any exceptions to this certification must be disclosed to City. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

c. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

(2) Prohibitions of Expending Local Agency, State, or Federal Funds for Lobbying.

- a. The Consultant certifies, to the best of his or her knowledge and belief, that:
 - i. No State, Federal, or City appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this Agreement, or with the extension, continuation, renewal, amendment, or modification of this Agreement.
 - ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- c. The Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

(3) Additional Standards. Where applicable for qualifying construction projects (41 CFR Part 60-1.3), Consultant shall comply with all federal labor standards:

- a. Davis-Bacon and Related Acts (DBRA) (40 U.S.C. 3141-3148);
- b. Contract Work Hours and Safety Standards Act (CWHSSA)(40 U.S.C. 3701-3708);
- c. Copeland (Anti-Kickback) Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”);.
- d. Equal Employment Opportunity requirements in accordance with Executive Order 11246.
- e. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – contracts and subcontracts of amounts in excess of \$150,000 shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

5230367.1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/4/2023

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with PRODUCER (Townley Kenton, Inc), CONTACT NAME, PHONE, FAX, E-MAIL ADDRESS, INSURER(S) AFFORDING COVERAGE, and INSURED (SmartWave Technologies, LLC) information.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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.

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), and LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, and Cyber Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) City of South San Francisco its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Vendor on a primary and non-contributory basis.

Table with CERTIFICATE HOLDER (City of South San Francisco) and CANCELLATION (SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR TECHNOLOGY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <p>A. Non-Owned Watercraft - 75 Feet Long Or Less</p> <p>B. Who Is An Insured - Unnamed Subsidiaries</p> <p>C. Who Is An Insured - Employees - Supervisory Positions</p> <p>D. Who Is An Insured - Newly Acquired Or Formed Limited Liability Companies</p> <p>E. Who Is An Insured - Liability For Conduct Of Unnamed Partnerships Or Joint Ventures</p> <p>F. Blanket Additional Insured - Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement</p> <p>G. Blanket Additional Insured - Broad Form Vendors</p> | <p>H. Blanket Additional Insured - Controlling Interest</p> <p>I. Blanket Additional Insured - Mortgagees, Assignees, Successors Or Receivers</p> <p>J. Blanket Additional Insured - Governmental Entities - Permits Or Authorizations Relating To Premises</p> <p>K. Blanket Additional Insured - Governmental Entities - Permits Or Authorizations Relating To Operations</p> <p>L. Medical Payments - Increased Limit</p> <p>M. Blanket Waiver Of Subrogation</p> <p>N. Contractual Liability - Railroads</p> <p>O. Damage To Premises Rented To You</p> |
|---|---|

PROVISIONS

A. NON-OWNED WATERCRAFT - 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph **2.** of **SECTION I - COVERAGES - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

(2) A watercraft you do not own that is:

- (a) 75 feet long or less; and
- (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph **2.e.** of **SECTION II - WHO IS AN INSURED:**

e. Any person or organization that, with your express or implied

consent, either uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge.

B. WHO IS AN INSURED - UNNAMED SUBSIDIARIES

The following is added to **SECTION II - WHO IS AN INSURED:**

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a.** You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

COMMERCIAL GENERAL LIABILITY

- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II - Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or

- c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED - EMPLOYEES - SUPERVISORY POSITIONS

The following is added to Paragraph 2.a.(1) of SECTION II - WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

D. WHO IS AN INSURED - NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of SECTION II - WHO IS AN INSURED:

- 3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only:

- (1) Until the 180th day after you acquire or form the organization or the end of

the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II - Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization, other than a partnership, joint venture or limited liability company; or

- c. A trust;

as indicated in its name or the documents that govern its structure.

E. WHO IS AN INSURED - LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of SECTION II - WHO IS AN INSURED:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II - Who Is An Insured.

F. BLANKET ADDITIONAL INSURED - PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to SECTION II - WHO IS AN INSURED:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written

contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

G. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;
 - (2) Any change in "your products" made by such vendor;
 - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the

manufacturer, and then repackaged in the original container;

- (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
- (5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
- (6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

H. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED:**

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

I. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

J. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED:**

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

K. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED:**

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

L. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE:**

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person,

and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

M. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of SECTION IV – **COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

O. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. SmartWAVE Technologies, LLC</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ </p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 2662 Holcomb Bridge Rd, STE 340</p> <p>6 City, state, and ZIP code Alpharetta, GA 30022</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
3	6	-	4	6	0	5	7	2	3

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. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here	<p>Signature of U.S. person ▶ </p>	<p>Date ▶ 2/19/2020</p>
------------------	------------------------------------	--------------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.