

**RESOLUTION No. 14-10**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA APPROVING THE USE OF THE EXISTING AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICES AND VERIZON WIRELESS FOR THE PROVISION OF WIRELESS MOBILE DATA SERVICES FOR CITY MOBILE DATA SERVICES NEEDS, WHICH WAS COMPETITIVELY ENTERED INTO IN A MANNER SIMILAR TO THAT SET FORTH IN CHAPTER 2, ARTICLE V, OF THE CITY CODE; AUTHORIZING THE CITY MANAGER TO EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY WITH RESPECT TO THE AGREEMENT APPROVED HEREIN; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Doral has a need for monthly wireless data services for Mobile Users for connectivity to the various City systems; and

**WHEREAS**, the City of Doral currently has installed mobile wireless routers on various City vehicles that will only operate with Verizon 4GTLE Service; and

**WHEREAS**, pursuant to Section 2-322 of the City Code, Staff respectfully requests that the City Council approve the use of an existing agreement between Verizon Wireless and the State of Florida Department of Management Services (CONTRACT NO.: DMS-10/11-008C), a copy of which is attached as Exhibit "A," which was competitively entered into in a manner similar to that set forth in Chapter 2, Article V, of the City Code; and

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are true and correct and incorporated herein.

**Section 2. Authorization.** The use of the Mobile Data Services contract between Verizon and the State of Florida Department of Management Services, a copy of

which is attached as Exhibit "A," together with such non-material changes as may be acceptable to the City Manager and approved as to form by the City Attorney, is hereby approved. The City Manager is authorized to execute any purchase orders or other documents and expend budgeted funds on behalf of the City with respect to the purchase approved herein.

**Section 3. Effective Date.** This resolution shall take effect immediately upon adoption.

The foregoing resolution was offered by Vice Mayor Fraga who moved its adoption. The motion was seconded by Councilmember Rodriguez Aguilera and upon being put to a vote, the vote was as follows:

Mayor Luigi Boria	Yes
Vice Mayor Christi Fraga	Yes
Councilwoman Ana Maria Rodriguez	Yes
Councilwoman Bettina Rodriguez Aguilera	Yes
Councilwoman Sandra Ruiz	Yes

PASSED and ADOPTED this 15<sup>th</sup> day of January, 2014.

  
\_\_\_\_\_  
LUIGI BORIA, MAYOR

ATTEST:

  
\_\_\_\_\_  
BARBARA HERRERA, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE  
AND RELIANCE OF THE CITY OF DORAL ONLY:

  
\_\_\_\_\_  
JOHN R. HERIN, JR., CITY ATTORNEY

# EXHIBIT “A”



RICK SCOTT  
Governor

DEPARTMENT OF MANAGEMENT  
**SERVICES**

JOHN P. MILES  
Secretary

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4050 Esplanade Way | Tallahassee, Florida 32399-0950 | Tel: 850.488.2786 | Fax: 850.922.6149

## **MOBILE COMMUNICATION SERVICES**

### **VERIZON CONTRACT**

**CONTRACT NO.: DMS-10/11-008C**

**Contract 1.0**    *MOBILE COMMUNICATION SERVICES AGREEMENT*

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- Exhibit 2 - Business Process & Operation
- Exhibit 3 - Pricing
- Exhibit 4 - Enhanced Services and Solutions
- Exhibit 5 - SLA Matrix
- Exhibit 6 - Contract No.: 03-STO-ITN-001 (MA4974) and Contract No: 725-330-05-1
- Exhibit 7 - Discounts
- Exhibit 8- Award Memorandum, Supplemental Memorandum, and attachments demonstrating ranking of service providers

## MOBILE COMMUNICATION SERVICES AGREEMENT

THIS MOBILE COMMUNICATION SERVICES AGREEMENT (“Agreement”), effective as of the last date signed below (the “Effective Date”), is between the Florida Department of Management Services, a State agency with its principal place of business at 4050 Esplanade Way, Suite 200, Tallahassee, FL 32399-0950 (the “Department”), and Verizon Wireless Personal Communications LP d/b/a Verizon Wireless and Verizon Wireless of the East LP d/b/a Verizon Wireless by Cellco Partnership, its General Partner with its principal place of business at One Verizon Way, Basking Ridge, NJ 07920-1097 (“Service Provider”).

WHEREAS, Service Provider provides wireless voice and data services in certain areas of Florida; and

WHEREAS, the Department issued Invitation to Negotiate #10/11-008 (“ITN”), on September 2, 2010, in order to select a company to provide such services; and

WHEREAS, the ITN process resulted in Verizon Wireless receiving a pricing score of 46, a technical score of 45.6, and a total score of 91.6, AT&T Mobility receiving a pricing score of 23, a technical score of 40.2 and a total score of 63.2, and Sprint receiving a pricing score of 21, a technical score of 39, and a total score of 60; and

WHEREAS, although Verizon Wireless received the highest score of the responsive vendors, was the highest ranked service provider, the Department believes it is in the best interest of the State to include AT&T Mobility and Sprint as authorized service providers to ensure perpetual competition, and to permit agencies to choose the service provider that provides the best value to the State.

NOW THEREFORE, in consideration of the mutual covenants and the promises contained herein, the parties agree as follows:

### ***Contract 1.0 - DEFINITIONS***

- 1.01 Business Day:** Means Monday through Friday, excluding State-observed holidays.
- 1.02 Business Hours:** Means 9:00 A.M. to 5:00 P.M. EST on any Business Day at the office responsible for handling the pertinent interaction between Service Provider and the Department.
- 1.03 Department:** Means the Florida Department of Management Services, acting through its Division of Telecommunications (“DivTel”). The Department is the customer of record under this Agreement.
- 1.04 End User(s):** Means the individuals using the wireless telecommunications services set forth in **Exhibit 1 – Technical Requirements**.
- 1.05 Events of Default:** Means: (i) the failure of either party to pay any sum owed to the other hereunder at the time such amount comes due, (ii) the failure of either party to perform or observe any term, condition, or covenant to be performed by it under this Agreement, or (iii) an unauthorized assignment of this Agreement.
- 1.06 Internaional Dialing:** Means a call to or from an End User’s handset that originates or terminates outside the United States and Canada.



- 1.07 **ITN:** Means the Department's Invitation to Negotiate identified in the recitals above.
- 1.08 **Service(s):** Means the services provided by Service Provider to the Department under this Agreement, including: (i) the wireless telecommunications services specified in **Exhibit 1 (Technical Requirements)**, (ii) the operational services specified in **Exhibit 2 (Business Process and Operations)**, and (iii) such other services not specifically described in this Agreement but which are inherent in the provisioning of such services.
- 1.09 **Service Account:** Means the unique account through which services are offered and charges can be incurred (without regard to who pays). Service Accounts are often associated with a single user and have one-to-one relationships with Mobile Telephone Numbers, Electronic Serial Numbers, Subscriber Identity Modules, Mobile Identification Numbers and/or device serial number.
- 1.10 **Service Provider:** Means the wireless telecommunications company identified in the first paragraph of this Agreement.
- 1.11 **State:** Means the State of Florida.
- 1.12 **SUNCOM Client(s):** Means the entity or entities acquiring the wireless telecommunications services set forth in Exhibit 1 from the Department. SUNCOM Clients may include State agencies, the legislative and judicial branches, political subdivisions, counties, cities, municipalities, local school boards, community colleges, universities, educational institutions, certain private non-profit K-12 schools, libraries, qualified commissions and boards, water management districts, certain qualifying non-profit corporations, and other qualifying public agencies or authorities.

## ***Contract 2.0 - TERM OF AGREEMENT***

- 2.01 **Initial Term**  
The initial term of this Agreement shall commence on the Effective Date. As such this contract will expire five (5) years after the effective date, unless sooner terminated in accordance with the provisions herein.
- 2.02 **Renewal Term**  
Upon mutual agreement, the parties may renew the Agreement, in whole or in part, for renewal terms up to five (5) years. Each renewal shall specify the renewal price as set forth in the ITN response as reflected in Section 4.02 below. Each renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.
- 2.03 **Termination By the Department for Convenience**  
The Department may terminate this Agreement for convenience upon one hundred eighty (180) days' advance written notice to Service Provider when the Department determines in its sole discretion that it is in the State's interest to do so. In the event of a termination for convenience, Service Provider shall not be entitled to recover any cancellation charges or lost profits.
- 2.04 **Termination By Service Provider for Unforeseen Circumstances**  
The Service Provider may deem it necessary from time to time to change or update certain procedures set forth in this Agreement in order to account for unforeseen circumstances or to more efficiently conduct its business. If the Department unreasonably rejects such change or update, then Service Provider may terminate this Agreement upon one hundred eighty (180) days' prior written notice. In the

event of a termination for unforeseen circumstances, Service Provider shall not be entitled to recover any cancellation charges or lost profits.

**2.05 Termination for Cause**

This Agreement may be terminated upon an Event of Default by either party if such Event of Default is not cured by the defaulting party within thirty (30) days of receipt of written notice of the Event of Default. The non-defaulting party shall have the immediate right, without further notice or proceedings, to pursue such remedies and other actions as that party may deem appropriate under Florida law.

**2.06 Termination for Non-Appropriation**

The state of Florida's performance and obligation to pay under this Contract is contingent upon annual appropriation by the Legislature. Either party may terminate this Agreement in the event the Legislature does not appropriate sufficient funds to cover the Department's obligations hereunder.

**2.07 Transition and Transition Services**

Service Provider will have a period of eight (8) months from the date of execution of this Contract, in accordance with Section 5.02 of the ITN, to complete all transition activities as described in **Exhibit 2**, Business Process & Operations, and to commence providing the services as specified herein (the "Transition Period").

The Transition Period contract processes and requirements are different from those processes and requirements that will govern after the Transition Period ends. As such, it is the desire of the parties that, **for only the Transition Period**, the operational terms and conditions contained in the earlier agreements between the parties for Wireless Data Services, Contract No.: 03-STO-ITN-001 (MA4974) and Wireless Voice Services, Contract No.: 725-330-05-1, will apply to this Contract. Those operations terms and conditions are hereby incorporated into this agreement as **Exhibit 6**.

Upon any termination of this Agreement, Service Provider shall cooperate and use reasonable efforts to (i) assist the Department and SUNCOM Clients to minimize any impacts resulting from the termination and any transition to a new vendor; and (ii) offer the Services directly to any SUNCOM Client or End User who meets Service Provider's credit requirements and who enters into a contract for service with Service Provider.

**2.08 Contract Documents**

This Contract, together with the following documents, set forth the entire understanding of the parties with respect to the subject matter. In case of conflict, the terms of the Contract shall control. If a conflict exists among any of these documents, the documents shall have priority in the order listed:

- A. Any Amendments to the Contract.
- B. Contract and Exhibits 1 - 8.
- C. ITN No.: DMS-10/11-008, as amended.

***Contract 3.0 - PROVISION OF SERVICE***

**3.01 Generally**

Service Provider agrees to provide the Services in accordance with the specifications and requirements set forth in this Agreement.

### **3.02 Reports**

The Service Provider shall provide monitoring tools with reporting functionality, if available, to the Department which monitors the defined SLA service parameters in accordance with **Exhibit 5**.

The reports referenced in **Exhibit 1, Exhibit 2, and Exhibit 5** (SLA Matrix) shall be provided by the Service Provider. The Service Provider shall submit reports in electronic format to the Department. The reports shall be due within a timeframe mutually agreed upon between the parties or no later than 30 days following the request from the Department. Any additional ad hoc reports requested by the Department shall be provided by the Service Provider upon mutual agreement of the format and within a timeframe mutually agreed upon between the parties.

### **3.03 Customer Care Services**

Service Provider's technical support resources (call centers, website, etc.) shall be available to End Users and SUNCOM Clients for resolution of most Service-related issues. In addition, the Department and SUNCOM Clients will have access to a technical support desk as set forth in Section 6.03 below.

### **3.04 No Privity With End Users or SUNCOM Clients**

Unless otherwise provided in this Agreement, Service Provider has no obligations to the End Users or SUNCOM Clients for the resolution of billing and account issues relating to the Service and shall not be authorized to send any bills for the Service to such End Users or SUNCOM Clients.

### **3.05 Right to Deactivation of Unused Accounts**

The parties will cooperate to ensure that End User accounts do not lie dormant for extended periods of time (six months or more). Service Provider shall not deactivate such accounts until the Department has been given at least sixty (60) days to investigate and notify the SUNCOM Client. If circumstances warrant, the Department may require Service Provider to postpone the planned deactivation for some identified period of time.

### **3.06 Discounts**

See **Exhibit 7** for details regarding discounts available to SUNCOM Clients, employees and retirees. Other terms and conditions of this Agreement do not apply to **Exhibit 7**.

## ***Contract 4.0- PRICING***

### **4.01 Rates**

The full and complete prices for the Services are set forth on **Exhibit 3**, attached hereto.

### **4.02 Rate Increases**

The rates set forth on **Exhibit 3** may not increase prior to January 1, 2014. Beginning January 1, 2014, Service Provider may increase the pricing subject to the following limitations: (i) the Department must be given at least one hundred eighty (180) days advance written notice of the exact amount of the price increase; (ii) no more than one price increase may be made in any twelve (12) month period; and (iii) the price increase may not exceed the most recent annual percentage increase in Consumer Price Index (CPI-W) for Urban Wage Earners and Clerical Workers, All Items, South Region (using the most recent twelve months of Labor Department statistics available at the time the notice was given). No retroactive price increases are allowed.

#### **4.03 International Dialing Charges**

Unless otherwise instructed by the Department, Service Provider shall not enable International Dialing (“IDIAL”) on End Users handsets. If international calling is enabled, Service Provider may reasonably restrict availability and may charge the Department at Service Provider’s standard international long distance rates, including toll charges. See definition for “International Dialing.”

#### **4.04 Metering of Calls**

The length of calls is generally measured from the time the End User presses the “SEND” key and ends when the phone device disconnects from Service Provider’s facilities or within one second after the End User presses the “END” key if sooner. When airtime is charged for feature use without radio airtime being used (such as Call Forwarding features), measurement is based on switch access time.

#### **4.05 Metering of Data Usage**

Service Provider monitors all data sent to and from the device which can include, Header, Payload, ICMP and retransmitted packets. Billable data is determined by data mediation which accounts for the specifics of the End Users rate plan. Data can be billed in kbps, mbps and Gbps depending on the End User specific rate plan. Billing will round up to the next kbps, mbps or Gbps specific to the End User rate plan. Branded/Package/Premium services may include unlimited usage for specific data use in which byte counts for the allowed unlimited data would be removed from the total byte count during data mediation.

#### **4.06 Minimum Monthly Fee (MMF)**

Every SUNCOM Client’s Service Account will incur a minimum monthly charge (as set in **Exhibit 3 - Price**) unless the Service Account’s utilization cost exceeds the Minimum Monthly Fee’s amount.

### ***Contract 5.0 - EQUIPMENT***

#### **5.01 Responsibility for Obtaining Equipment**

SUNCOM Clients and End Users shall be responsible for obtaining the equipment necessary to use the Services from Service Provider or third parties. The Department may impose reasonable policies respecting such equipment.

#### **5.02 Network Compatibility**

Pursuant to this Agreement, Service Provider agrees to offer equipment (including accessories) to SUNCOM Clients on the following basis:

- (i) Comparable Terms and Prices: The equipment models, standard prices and standard terms of sale shall be comparable to those offered to Service Provider’s largest customers in Florida.
- (ii) Minimum Discounts: Pricing shall reflect, at a minimum, the discounts set forth on **Exhibit 3 - Pricing** (Pricing for Equipment).
- (iii) Promotions: Service Provider may offer equipment sales promotions to SUNCOM Clients with the Department’s consent. If requested, the Department may (but is not required to) assist in publishing these promotions.
- (iv) Ordering Process: Service Provider may require SUNCOM Clients to follow reasonable procedures for ordering, receiving and paying for the equipment (e.g., a requirement that all

orders be placed through a designated account executive or toll-free number).

- (v) Cancellation Fees: Any applicable term commitments or early cancellation fees relating to service/equipment will be the responsibility of the Department.
- (vi) Warranties: Service Provider agrees to pass through to SUNCOM Clients any and all equipment vendor warranties (including battery) to the fullest extent allowed under applicable law.
- (vii) Americans with Disabilities Act: Service Provider shall identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

### **5.03 Equipment Lists and Catalogs**

The parties will cooperate in updating the equipment lists and catalogs set forth in Service Provider's response to the ITN. These updated lists and catalogs (with applicable pricing) shall be made available for viewing and ordering by SUNCOM Clients in accordance with **Exhibit 2 – Business Process and Operation**. Service Provider shall provide the Department with reasonable advanced notice (i.e., prior to the effective date) of any equipment included in the lists and catalogs which will be discontinued.

### **5.04 Reports of End User Equipment**

To Be Provided To The Department. Service Provider will provide the Department with monthly reports as described in **Exhibit 2 – Business Process and Operation**.

## ***Contract 6.0 - BUSINESS PROCESS AND OPERATIONS***

### **6.01 Generally**

The initial business processes and operational requirements applicable to this Agreement are set forth on **Exhibit 2 – Business Process and Operation**. The parties shall cooperate to make reasonable clarifications, modifications, additions or deletions to these requirements from time to time based on changing circumstances and/or the desire for better efficiencies. By the end of the Development and Preparation Phase contemplated in **Exhibit 2 – Business Process and Operation**, the parties will organize and set forth the requirements in a comprehensive Operational Guide which each party will follow in good faith. Changes in the Operational Guide may be accomplished and implemented by mutual agreement without a formal amendment to the Agreement.

### **6.02 Weekly Conference Calls**

Service Provider shall participate in a weekly conference call with the Department to discuss and provide status on all open or unresolved issues related to the Services (including trouble tickets). It shall be the responsibility of Service Provider to coordinate and initiate the call at a time acceptable to the Department's staff. At the Department's discretion, the call frequency may be modified.

### **6.03 Helpdesk**

To address issues relating to the Service or this Agreement that are beyond the expertise of Service Provider's standard customer care resources, Service Provider shall provide a centralized trouble reporting and maintenance system ("HelpDesk) for use by the Department and SUNCOM Clients.

### **6.04 Escalation Requirements**

Service Provider's escalation procedure and contact list to be used for unresolved SUNCOM Client problems, unresolved network problems, or problems not being resolved in a timely manner shall include names, titles, and phone numbers of contacts in Service Provider's escalation chain.

**6.05 Authorized Representatives**

Immediately upon execution of this Agreement, Service Provider shall notify the Department of its authorized representatives for purposes of giving and receiving the notices provided for under this Section 6.0 and any other Service orders, including those which involve the activation, change, or discontinuance of Service.

The Department's authorized representatives are as follows:

**A. Contract Administrator**

The employee primarily responsible for administrative duties relating to the Agreement, such as maintaining the Contract file and financial information on this Contract, and will serve as the liaison with the Contractor's Contract Manager and Department.

Christina Espinosa, FCCN, FCCM  
Purchasing Analyst  
Departmental Purchasing  
Florida Department of Management Services  
4050 Esplanade Way, Suite 380.9z  
Telephone: (850) 410-2404

The Department may appoint a different Contract Administrator, Contract Manager and/or SUNCOM Product Manager without an amendment to the Agreement, by sending written notice to Service Provider.

**B. Contract Manager**

The employee primarily responsible for overseeing each party's performance under to the terms of this Agreement. Any communication from the Contractor to the Department relating to the Agreement shall be copied to the Contract Manager.

Jonathan Rakestraw  
Division of Telecommunications  
Department of Management Services  
4030 Esplanade Way, Suite 115  
Tallahassee, Florida 32399-0950  
Telephone: (850) 921- 0857 / Fax: (850) 921- 5162  
E-mail: [jonathan.rakestraw@dms.myflorida.com](mailto:jonathan.rakestraw@dms.myflorida.com)

**C. SUNCOM Product Manager**

The employee primarily responsible for overseeing the technical requirements for this Agreement.

Raghib Qureshi  
Division of Telecommunications  
Department of Management Services  
4030 Esplanade Way, Suite 125J  
Tallahassee, Florida 32399-0950  
Telephone: (850) 413-0319  
E-mail: [raghib.qureshi@dms.myflorida.com](mailto:raghib.qureshi@dms.myflorida.com)

## ***Contract 7.0 - TERMS OF PAYMENT***

### **7.01 Invoicing of Charges**

Invoicing shall comply with the terms and conditions set forth in **Exhibit 2** (Business Operations) attached to this Agreement.

### **7.02 Payment of Charges**

Payment shall be made in accordance with State law, including Sections 215.422 and 287.0585, Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to Service Provider due to preparation errors will result in a delay in payment. The Department is solely responsible for all charges billed under this Agreement, whether or not a SUNCOM Client has paid the Department for such charges.

### **7.03 Transaction Fee**

The State has instituted MyFloridaMarketPlace, a statewide eProcurement System (“System”). Pursuant to Section 287.057(23), Florida Statutes, all payments shall be assessed a Transaction Fee of one percent (1.0%), which Service Provider shall pay to the State, unless exempt pursuant to Rule 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to Service Provider. If automatic deduction is not possible, Service Provider shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Service Provider certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Service Provider shall receive a credit for any Transaction Fee paid by Service Provider for the purchase of any item(s) if such item(s) are returned to Service Provider through no fault, act, or omission of Service Provider. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to Service Provider’s failure to perform or comply with specifications or requirements of the Agreement.

Failure to comply with these requirements shall constitute grounds for declaring Service Provider in default and recovering re-procurement costs from Service Provider in addition to all outstanding fees. SERVICE PROVIDERS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT’S VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.

### **7.04 Taxes**

The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on Service Provider or for any taxes levied on employees’ wages.

### **7.05 Disputed Charges**

Disputed charges shall be handled in the manner set forth in **Exhibit 2 – Business Process and Operation**, Section 5.07.7, attached to this Agreement and to pursuant to Section 215.422, Florida Statutes and Rule 60FF-2 Florida Administrative code.

### **7.06 Proration of Charges**

Monthly fees for billing periods of less than one month will be prorated based on the actual number of days in such periods.

**7.07 Charges Resulting from Lost or Stolen Devices**

In the event an End User's or SUNCOM Client's voice or data transmitting device ("Device") is lost, stolen, or otherwise absent from the End User's or SUNCOM Client's possession or control, the Department shall nevertheless be liable for all charges attributable to the Device until it or the End User or SUNCOM Client notifies Service Provider during Business Hours of such loss, theft, or unauthorized absence, in which case the Department's liability therefore shall terminate at the earlier of (i) deactivation of the Device by Service Provider, or (ii) the end of four (4) Business Hours after such notification is received by Service Provider. Service Provider shall use reasonable efforts, taking into account all circumstances which shall include other operational demands placed upon its employees, to deactivate Service to the Device affected as soon as practicable.

**7.08 Right of Offset**

The Department may, in addition to other remedies available at law or equity and upon notice to Service Provider, retain from amounts due Service Provider such monies as may be necessary to satisfy any claim arising under (i) this Agreement, or (ii) any other liability or obligation of Service Provider or its affiliates to the State of Florida.

***Contract 8.0 - THE DEPARTMENT'S OBLIGATIONS***

**8.01 Trained Staff**

The Department shall provide an adequate and properly trained staff to receive and investigate any complaints from its End Users or SUNCOM Clients relating to Service, and will report any trouble to Service Provider with respect to Service only upon reasonable verification that such trouble is due to reasons other than the misuse or malfunctioning of the End User's or SUNCOM Client's equipment or the failure of such equipment to meet the technical standards for compatibility with Service.

**8.02 Responsibility for Actions or Omissions**

The Department shall be solely responsible for all costs and expenses incurred in connection with its actions or omissions in the sale of Service or otherwise relating to this Agreement. The Department shall act in all respects on its own account, and shall be solely responsible for such things as billing, collection and, except as provided in Section 11 and **Exhibit 1 – Technical Requirements**, abuse or fraudulent use of any element of the Service, whether by the Department's employees or agents of the Department, an End User or a SUNCOM Client, or any third party (excepting only actions by Service Provider, Service Provider's agent or Service Provider's employees), provided Service Provider has followed the Department's instructions under this Agreement with respect to such use.

**8.03 Responsibility for Agents**

The Department is responsible for the performance of its agents, if any, and shall ensure that its agents are in compliance with any applicable terms of this Agreement and any other applicable industry standards, rules and regulations.

**8.04 No Rights to Service Provider's Facilities or Intellectual Property**

No provision of this Agreement shall be construed as vesting in the Department any control, ownership or rights in any facilities, operations or intellectual property of Service Provider.

**8.05 Notice to End Users and SUNCOM Clients**

The parties will cooperate in advising each End User and SUNCOM Client of the following:



- (i) The availability of the Service is not assured at all times or places;
- (ii) The privacy of the Service is not assured at all times or places;
- (iii) End Users and SUNCOM Clients have no contractual relationship with Service Provider with respect to the Service; and
- (iv) Any liability Service Provider might have to an End User or a SUNCOM Client for the Service shall not exceed the liability Service Provider would have if the End User or SUNCOM Client was a direct customer of Service Provider and had agreed to Service Provider's standard terms and conditions.

The above notice requirements may be satisfied by a reasonably placed posting on the Department's SUNCOM website.

**8.06 Protection of Service Provider Marks**

The Department recognizes the right, title, and/or interest of Service Provider (through ownership or license) to all service marks, trademarks, and trade names owned by or used by Service Provider (the "Marks"). The Department agrees not to, directly or indirectly, contest or otherwise impair such right, title, and interest of Service Provider. The Department has no rights, and shall not acquire any right, title or claim to the Marks, shall not use any Marks, and shall not use Service Provider or any trademarks or trade names of Service Provider, directly or indirectly, without the prior written consent of Service Provider.

**8.07 Customer Choice**

Pursuant to chapter 287, Florida Statutes, the Department engaged in a lengthy competitive bidding process to determine which solution offered the best value to the State of Florida. At the conclusion of the competitive bidding process, Verizon Wireless received the highest ranking on both the price and technical components of the ITN. See Exhibit 8. Pursuant to this Agreement, agencies are permitted to choose between the three vendors on the Agreement when making mobile communication purchases. However, agencies should follow their best practices in making the purchase decision, incorporating objective factors that include, but are not limited to, price, quality, design and workmanship.

**8.08 Monitoring of Discretionary User Utilization**

The Department shall monitor, on a quarterly basis, cumulative utilization of all the agreements resulting from the ITN by all users other than State Agencies (generally referred to as Discretionary Users). Service Provider shall make a good faith effort to promote the services as prescribed in the ITN. However, if utilization of all the agreements resulting from the ITN by Discretionary Users decreases by 10% or more cumulatively as verified by a joint study, the Department shall consider revising this Agreement to prevent the loss of Discretionary Users.

***Contract 9.0- SERVICE PROVIDER'S OBLIGATIONS***

**9.01 Notice of Material Changes in Service**

Service Provider agrees to provide timely and reasonably detailed notice to the Department (based on circumstances present) of any material changes in Service of either a permanent or temporary nature.

**9.02 Planned Outages**

The Service Provider, over the wireless network, shall send a popup, text message, or other type communication which informs the end customer of the anticipated outage including date, time, and duration.

**9.03 Unforeseen Outages**

A notification mechanism shall send a notification to the Department communicating the wireless services may not be available in a generalized area with an estimated time for service restoration.

**9.04 Department Test Accounts**

Service Provider shall furnish up to ten (10) voice and up to ten (10) data (including equipment, voice airtime, and data transmit) wireless devices for use by the Department as test accounts. The test accounts shall be used to perform evaluation testing for the life of the awarded contract. The test accounts and devices shall be furnished at no cost.

**9.05 SUNCOM Client Testing and Evaluation**

Prior to making their initial order for Service, SUNCOM Clients shall be permitted to obtain wireless demonstration equipment, including airtime, for the purposes of testing and evaluation at no additional cost.

**9.06 Security and Confidentiality**

- A. The Service Provider shall comply fully with all security procedures, laws and regulations of the United States, State and the Department in performance of the Agreement.
- B. The Service Provider (and any person or entity obtaining information through Service Provider) shall not divulge to any third parties any confidential information obtained by Service Provider or its agents, subcontractors or employees in the course of performing the Services. Such confidential information shall include but not be limited to, End User phone numbers, usage records, location information and other forms of identification of End User, security procedures, business operations information, or commercial proprietary information of the State, the Department, a SUNCOM Client or an End User. The Service Provider shall not be required to keep confidential any information or material that is publicly available through no fault of Service Provider, material that Service Provider developed independently without relying on the State's or SUNCOM Client's confidential information, or material that is otherwise obtainable under State law as a public record. To ensure confidentiality, Service Provider shall take appropriate steps as to its personnel, agents, and subcontractors. The terms of this paragraph shall survive the termination of this Agreement.

**9.07 Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE)**

Section 946.515(2), Florida Statutes, requires the following statement to be included in this Agreement: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Agreement shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in sections 946.515(2) and (4) of the Florida Statutes; and for purposes of the Agreement the person, firm, or other business entity carrying out the provisions of the Agreement shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

**9.08 Products Available from the Blind or Other Handicapped. Section 413.036(3), Florida Statutes**

Section 413.036(3), Florida Statutes, requires the following statement to be included in this Agreement: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the

person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

**9.09 E-Verify Employment Eligibility Verification**

Pursuant to State of Florida Executive Orders Nos.: 11-02 and 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by Contractor during the contract term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the contract term.

***Contract 10.0 - ABUSIVE OR FRAUDULENT USE OF THE SERVICES***

**10.01 Fraud**

If Service Provider reasonably suspects that any Service is being abused or used for fraudulent purposes, Service Provider reserves the right to terminate such Service to the End User immediately. In those instances, the Department shall have no liability for abuse or fraudulent use charges incurred after Service Provider's suspicion occurred. Service Provider shall use reasonable efforts during Business Hours to provide advance notice of termination of Service.

**10.02 Minimize Abuse**

The Department agrees to (i) make good faith efforts to minimize abuse or fraudulent use, (ii) promptly report any suspected abuse or fraudulent use to Service Provider, and (iii) cooperate in any investigation or prosecution initiated by Service Provider. Service Provider may require the Department to cancel the right to use Service by any of its End Users or SUNCOM Clients abusing or fraudulently marketing or using Service.

**10.03 Suspected Abuse or Fraudulent**

If Service Provider gives the Department notice of suspected abuse or fraudulent use prior to termination of Service, the Department shall be liable for all abuse or fraudulent charges, costs or damages incurred more than twenty-four (24) hours (or such shorter period as Service Provider specified) after Service Provider provides such notice, unless the Department has instructed Service Provider in writing to terminate Service within twenty-four (24) hours (or such shorter period as Service Provider specifies) of receiving Service Provider notice.

**10.04 Fraudulent Use of Services**

If the Department at any time suspects that any Service may be, has been or is being used for abuse or fraudulent purposes, the Department shall be liable for all costs or charges incurred until four (4) Business Hours after the Department notifies Service Provider to terminate Service under Section 2.05.

**10.05 Damages Resulting From Any Unauthorized Use**

Any charges, costs or damages resulting from any unauthorized use of Service that were not caused by the actions or inactions of the Department, or an End User shall be the liability of Service Provider.

**10.06 Interrupt or Terminate Service**

Upon notice to Department, Service Provider may interrupt or terminate Service if Service Provider determines that the End User's use of the Service infringes intellectual property rights.

***Contract 11.0 - NO WARRANTIES***

SERVICE PROVIDER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF ANY NATURE RELATING WHATSOEVER TO THE SERVICE, SOFTWARE OR ANY EQUIPMENT PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE.

TO THE EXTENT SERVICE PROVIDER PROVIDES ACCESS TO INFORMATION PROVIDED BY OTHER SOURCES, SERVICE PROVIDER ACCEPTS NO LIABILITY FOR AND MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONTENT THEREOF.

***Contract 12.0 - LIMITATIONS OF LIABILITY***

SERVICE PROVIDER'S LIABILITY FOR DAMAGES OR COSTS ARISING FROM ERRORS, OUTAGES, OR FAILURES OF SERVICE, LACK OF SECURITY IN USE OF SERVICE, OR DEFECTS OR MALFUNCTIONS OF THE FACILITIES, OCCURRING IN THE COURSE OF PERFORMING UNDER THIS AGREEMENT, REGARDLESS OF THE LEGAL BASIS FOR SUCH CLAIM, SHALL IN ANY EVENT BE LIMITED TO AN AMOUNT EQUAL TO THE PROPORTIONATE CHARGE TO THE DEPARTMENT FOR THE PERIOD OF SERVICE DURING WHICH SUCH ERRORS, OUTAGES, FAILURES, DEFECTS, OR MALFUNCTIONS OF EQUIPMENT OCCUR, SUBJECT TO THE ADDITIONAL LIMITATIONS BELOW. THE ABOVE LIMITATION DOES NOT INCLUDE ANY POTENTIAL LIABILITY FOR INTENTIONAL TORTS.

NO PARTY SHALL BE LIABLE TO ANOTHER FOR SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST DATA OR RECORDS (EXCEPT TO THE EXTENT THE SERVICE PROVIDER IS REQUIRED TO BACK-UP DATA OR RECORDS), EVEN IF THE PARTY HAS BEEN ADVISED THAT SUCH DAMAGES ARE POSSIBLE. NO PARTY SHALL BE LIABLE FOR LOST PROFITS, LOST REVENUE, OR LOST INSTITUTIONAL OPERATING SAVINGS.

THE DEPARTMENT ACKNOWLEDGES THAT SERVICE IS MADE AVAILABLE TO EQUIPMENT ONLY WHEN THE EQUIPMENT IS WITHIN OPERATING RANGE OF THE FACILITIES LOCATED WITHIN THE WIRELESS SYSTEM. SERVICE MAY BE TEMPORARILY REFUSED, INTERRUPTED OR LIMITED FOR MANY REASONS. INDIVIDUAL CONNECTIONS MAY BE "DROPPED" (I.E., INVOLUNTARILY DISCONNECTED) FOR A VARIETY OF REASONS AS WELL. SERVICE PROVIDER SHALL INCUR NO LIABILITY FOR ITS INABILITY TO PROVIDE ADEQUATE SERVICES HEREUNDER IF SUCH INABILITY IS DUE TO THE LACK OF NETWORK COVERAGE, NETWORK CAPACITY, OR TO CAUSES BEYOND THE SERVICE PROVIDER'S REASONABLE CONTROL. NOR SHALL SERVICE PROVIDER BE RESPONSIBLE FOR ANY ACT OR OMISSION RELATED TO THIRD PARTY EQUIPMENT OR SYSTEMS USED IN CONNECTION WITH THE SERVICE.

WIRELESS SYSTEMS USE RADIO CHANNELS TO TRANSMIT VOICE AND DATA COMMUNICATIONS OVER A COMPLEX NETWORK, AND PRIVACY CANNOT BE

GUARANTEED. SO LONG AS THE SERVICE PROVIDER HAS TAKEN REASONABLE PRECAUTIONS AND COMPLIED WITH THE TERMS OF THIS AGREEMENT, THE DEPARTMENT AGREES THAT SERVICE PROVIDER SHALL NOT BE LIABLE TO THE DEPARTMENT OR TO END USERS FOR ANY SUCH LACK OF PRIVACY.

FOR ALL CLAIMS AGAINST SERVICE PROVIDER RELATING TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, AND REGARDLESS OF THE BASIS ON WHICH THE CLAIMS ARE MADE, THE SERVICE PROVIDER'S LIABILITY FOR DIRECT DAMAGES SHALL BE LIMITED TO \$1,000,000.

THESE LIMITATIONS SHALL NOT APPLY TO CLAIMS ARISING UNDER THE INDEMNIFICATION PROVISIONS IN THIS AGREEMENT, OR UNDER SECTIONS 15.10 (COMPLIANCE WITH LAWS) OR 15.11 (E-RATE) OF THIS AGREEMENT.

### ***Contract 13.0 - INDEMNIFICATION***

#### **13.01 Indemnification**

Service Provider shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State, the Department, the SUNCOM Clients and the End Users, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to the a breach of this Agreement by Service Provider. However, the foregoing shall not apply for that portion of any loss or damages proximately caused by the negligent act or omission of the State, the Department, a SUNCOM Client or an End User.

#### **13.02 Conditions to Indemnification**

Service Provider's obligations under the preceding paragraph with respect to any legal action are contingent upon the party seeking indemnification giving Service Provider (i) written notice of any action or threatened action, (ii) the opportunity to take over and settle or defend any such action at Service Provider's sole expense, and (iii) reasonable assistance in defending the action at Service Provider's sole expense. Service Provider shall not be liable for any settlement or compromise made by the State, the Department, a SUNCOM Client or any End User in any legal action without Service Provider's prior written consent, which shall not be unreasonably withheld.

### ***Contract 14.0 - DISPUTES***

Any dispute concerning performance of the Agreement, except for billing disputes, shall be decided by the Department's Contract Manager, who shall reduce the decision to writing and serve a copy on Service Provider. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, Service Provider files with the Department a petition for administrative hearing. The Department's decision on the petition shall be final, subject to Service Provider's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to Service Provider's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Agreement shall be the appropriate State court in Leon County, Florida. In any such action, Florida law shall apply and the parties waive any right to jury trial.

## ***Contract 15.0 – MISCELLANEOUS***

### **15.01 Scrutinized Companies Lists**

In executing this contract, Service Provider certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), Florida Statutes, Service Provider agrees the Department may immediately terminate this contract for cause if the Service Provider is found to have submitted a false certification or if Service Provider is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the contract.

### **15.02 Annual Appropriations**

The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

### **15.03 Waiver**

The delay or failure by either party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

### **15.04 Public Records**

The Department may terminate this Agreement if Service Provider refuses to allow public access to all documents, papers, letters, or other material made or received by Service Provider in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.

### **15.05 Contractual Obligations**

Neither party is authorized to act as an agent for, or legal representative of, the other party, nor shall either party have authority to assume or create any obligation on behalf of, in the name of, or that shall be binding upon, the other party.

### **15.06 No Subcontracting**

The Service Provider may not subcontract any of the Services without the Department's prior written consent. The Service Provider shall not be released of its contractual obligation to the Department because of any subcontract.

### **15.07 Notices**

Except as otherwise provided in this Agreement, all notices required or permitted to be given hereunder shall be in writing and shall be delivered (a) personally; (b) by certified mail, return receipt requested; (c) by an overnight courier service having a record of receipt; or (d) by facsimile, with a confirming copy sent by one of the other three methods described in this sentence. Notices shall be addressed as follows:

- (a) If to Department, notice shall be sent to the Contract Administrator and the Contract Manager (see Section 6.05 above).

If to Service Provider:

Verizon Wireless  
Attention: Legal and External Affairs Department  
One Verizon Way, VC52S401  
Basking Ridge, NJ 07920-1097

*with a copy to:*  
Verizon Wireless  
Attention: Area General Counsel  
One Verizon Place  
Alpharetta, GA 30004

Any party hereto may change its address by a notice given to the other party hereto in the manner set forth above. All notices shall be effective on receipt.

**15.08 Force Majeure**

The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or Contractors if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

**15.09 Ethical Responsibilities**

Each party shall be governed in all its dealings with respect to this Agreement by the highest standards of honesty, integrity, and fair dealing. Notwithstanding, the Department shall meet the requirements of Chapter 112, Florida Statutes where applicable.

**15.10 Compliance With Laws**

Service Provider and the Department shall at all times comply in all material respects with all laws, rules, codes, ordinances, and licensing requirements and regulations applicable to the performance of this Agreement and the conduct of their business, including those of federal, State, and local agencies

having jurisdiction and authority. By way of non-exhaustive example, Chapter 287, Florida Statutes, and Chapters 60A-1 and 60FF, Florida Administrative Code, governs the Agreement. By way of further non-exhaustive example, Service Provider shall comply with Section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of such laws shall be grounds for Agreement termination.

For additional information regarding SUNCOM rules and statutes, please reference the following link:  
[http://dms.myflorida.com/suncom/suncom\\_customer\\_resources/rules\\_and\\_statutes](http://dms.myflorida.com/suncom/suncom_customer_resources/rules_and_statutes)

#### **15.11 E-Rate**

The Schools and Libraries Program of the federal Universal Service Fund, commonly known as "E-Rate," is administered by the Universal Service Administrative Company (USAC), through its Schools and Libraries Division (SLD), under the direction of the Federal Communications Commission (FCC). The program provides discounts to assist most schools and libraries in the United States to obtain affordable eligible telecommunications, Internet access, and internal connections. SUNCOM Clients who have applied for E-Rate funding for eligible services and equipment from Service Provider are referred to herein as "E-Rate SUNCOM Clients."

Service Provider must have obtained or applied to obtain a Service Provider Identification Number (SPIN) from USAC prior to execution of the Agreement and shall provide relevant SPIN(s) to the Department. Service Provider also is required to submit a Service Provider Annual Certification (SPAC) (Form 473) to USAC each funding year to certify that it will comply with E-Rate rules and regulations. Service Provider shall maintain eligibility as an E-Rate service provider and shall avoid being placed on Red Light status by the FCC for the duration of the Agreement.

During the term of the Agreement, Service Provider shall be required to take all appropriate action to provide services in compliance with the terms and conditions of the Agreement and E-Rate rules and regulations. If Service Provider becomes ineligible as an E-Rate service provider during the term of the Agreement or becomes unwilling or unable to provide E-Rate eligible services in compliance with the Agreement and E-Rate rules and regulations, the Department and its E-Rate SUNCOM Clients shall change service providers and, if applicable, seek substitute services in accordance with applicable E-Rate rules and procedures. If during the term of the Agreement, due to circumstances within Service Provider's control, Service Provider becomes ineligible as an E-Rate service provider, becomes unwilling or unable to provide E-Rate eligible services in compliance with E-Rate rules and regulations or the Agreement, or violates E-Rate rules and regulations in a way that causes USAC to deny E-Rate SUNCOM Clients funding in whole or in part, the following shall apply:

- A.** Service Provider shall be liable for the actual direct damages incurred by the Department and any affected E-Rate SUNCOM Clients that have complied with the applicable E-Rate rules and regulations.
  - 1.** In the event that the Department and its E-Rate SUNCOM Clients change service providers and seek substitute services pursuant to the above paragraph, direct damages shall include but not be limited to any amounts paid to the substituted service provider above Service Provider's price under this Agreement. In the event the Department or such E-Rate SUNCOM Clients are unable to obtain USAC approval to change to the new provider as a provider under E-Rate rules and such USAC denial is a result of Service Provider's intentional acts, gross negligence, or willful misconduct, Service Provider will also be liable for the amount of E-Rate funding forfeited as a result.



2. Service Provider shall continue to provide the affected services to the Department and any affected E-Rate SUNCOM Clients until such time as the Department and any affected E-Rate SUNCOM Clients obtain services from a new service provider as set forth above (Transition Period). If the Department or E-Rate SUNCOM Clients are unable to obtain E-Rate funding for the Service Provider services for the Transition Period as a result of Service Provider's intentional acts, gross negligence, or willful misconduct, the Department and E-Rate SUNCOM Clients will not be responsible to pay Service Provider for the amounts left unfunded by E-Rate for that Transition Period.
3. If Service Provider violation of the E-Rate rules and regulations is a reason for E-Rate SUNCOM Clients' loss or forfeiture of E-Rate funding, in whole or in part, the value of the lost funding associated with Service Provider violation will be considered direct damage under this subparagraph A..

In no event shall Service Provider be liable for direct damages as set forth in 1. or 3. above or be required to perform as set forth in 2. above, beyond the last day of the E-Rate funding year in which Service Provider becomes ineligible as a provider under E-Rate, becomes unwilling or unable to provide E-Rate eligible services in compliance with E-Rate rules and regulations or the Agreement, or violates E-Rate rules and regulations in a way that causes USAC to deny E-Rate SUNCOM Clients funding in whole or in part.

In addition, for purposes of clarification and to avoid confusion, the Department will not hold Service Provider responsible and Service Provider will not be liable pursuant to subparagraph A. above, if Service Provider becomes ineligible as an E-Rate provider during the term of the Agreement, becomes unwilling or unable to provide E-Rate eligible services in compliance with E-Rate rules and regulations or the Agreement, or violates E-Rate rules and regulations in a way that causes USAC to deny E-Rate SUNCOM Clients funding in whole or in part, due to circumstances that are determined to be beyond Service Provider's control.

In recognition of the lead time required to apply for E-Rate funding, existing E-Rate clients shall be entitled to continue utilizing the previous agreements as incorporated into this Agreement as **Exhibit 6**, currently in effect between the State of Florida and Service Provider until the end of the 2012-2013 E-Rate funding year, in the event the parties mutually agree that E-Rate funding is determined by the parties to be in jeopardy.

- B.** Invoicing. The Department acknowledges that it has posted an E-Rate Form 470 in connection with the procurement, which is a prerequisite to E-Rate eligible entities utilizing the Agreement awarded as a result of the procurement as the basis of E-Rate funding applications. Additionally, the Department acknowledges that some SUNCOM Clients may be eligible and apply for discounts under E-Rate. Both Service Provider and the Department agree that:
1. E-Rate has specific rules and regulations regarding the manner in which USAC and SLD approve funding requests, are presented billing and conducts audits in connections with funding under the E-Rate program; and
  2. In order to ensure that the billing mechanisms and processes established pursuant to this Agreement with respect to the applications of SUNCOM Clients for discounts under the E-Rate program are in compliance with the E-Rate program requirements and

regulations, the duties and responsibilities of each party are set forth in Section 5.07.06 (Invoicing) of **Exhibit 2 – Business Process and Operation**.

**15.12 Advertising**

Subject to Chapter 119, Florida Statutes, Service Provider shall not publicly disseminate any information concerning the Agreement without prior written approval from the Department, including, but not limited to mentioning the Agreement in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking Service Provider's name and either a description of the Agreement or the name of the State, the Department or any SUNCOM Client in any material published, either in print or electronically, to any entity that is not a party to Agreement, except potential or actual authorized distributors, dealers, resellers, or service representative.

**15.13 Assignment**

No rights or obligations hereunder shall be assigned or delegated, in whole or in part, by either party to any other person, firm, corporation, or other entity without the other party's prior written consent, which consent will not be unreasonably withheld. Notwithstanding the foregoing, Service Provider may assign this Agreement to an entity to whom the outstanding common stock or substantially all the assets of Service Provider are transferred after first receiving FCC and other necessary governmental approvals. For purposes of this provision, any change in the ultimate control of a party, by stock sale, merger, consolidation, or any other means, shall constitute an assignment subject to the consent requirements hereof.

**15.14 Employees, Subcontractors, and Agents**

All Service Provider employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Service Provider shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Agreement must comply with all security and administrative requirements of the Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement. As required by law, the State may conduct, and Service Provider shall not impede, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Service Provider. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Department's security or other requirements. Such approval shall not relieve Service Provider of its obligation to perform all work in compliance with the Agreement. The State may reject and bar from any facility for cause any of Service Provider's employees, subcontractors, or agents.

**15.15 Governmental Restrictions**

If Service Provider believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Agreement, Service Provider shall immediately notify the Department in writing, indicating the specific restriction. The Department reserves the right and the complete discretion to accept any such alteration or to cancel the Agreement at no further expense to the Department.

**15.16 Lobbying and Integrity**

The Service Provider shall not, in connection with this or any other agreement with the State, directly or indirectly (i) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (ii) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (ii), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel,

entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Department's Inspector General, or other authorized State official, Service Provider shall provide any type of information the Inspector General deems relevant to Service Provider's integrity or responsibility. Such information may include, but shall not be limited to, Service Provider's business or financial records, documents, or files of any type or form that refer to or relate to the Agreement. The Service Provider shall retain such records for the longer of (i) three years after the expiration of the Agreement or (ii) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dhis.dos.state.fl.us/barm/genschedules/gensched.htm>). The Service Provider agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of Service Provider's compliance with the terms of this or any other agreement between Service Provider and the State which results in the suspension or debarment of Service Provider. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Service Provider shall not be responsible for any costs of investigations that do not result in Service Provider's suspension or debarment.

**15.17 Warranty of Ability to Perform**

The Service Provider warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Service Provider's ability to satisfy its obligations hereunder. The Service Provider warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to Section 287.133, Florida Statutes, or on any similar list maintained by any other state or the federal government. The Service Provider shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Agreement.

**15.18 Modification of Terms**

The Agreement contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Department and Service Provider. The Agreement may only be modified or amended upon mutual written agreement of the Department and Service Provider. No oral agreements or representations shall be valid or binding upon the Department or Service Provider. No alteration or modification of the Agreement terms, including substitution of product, shall be valid or binding against the Department. The Service Provider may not unilaterally modify the terms of the Agreement by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto Service Provider's order or fiscal forms or other documents forwarded by Service Provider for payment. The Department's acceptance of product or processing of documentation on forms furnished by Service Provider for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

If a SUNCOM Client or the Department previously entered into a written agreement for the purchase of any Service from Service Provider, the provisions of such earlier agreement shall be subject to the terms for transition as set forth in **Exhibit 2 – Business Process and Operations** and no early cancellation fees shall apply.

**15.19 \*FHP and Associated or Similar Number**

Service Provider will allow the Department, SUNCOM Clients, and its End Users in Florida to dial \*FHP and other associated or similar numbers at no additional charge.

**15.20 Successors and Assigns**

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

**15.21 Execution in Counterparts**

The Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**15.22 Severability**

If a court deems any provision of the Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the dates signed below.

STATE OF FLORIDA  
DEPARTMENT OF MANAGEMENT SERVICES

Approved as to form and legality by the...  
Department's Office of the General Counsel






John P. Miles, Secretary

January 20, 2012  
Date

1-20-2012  
Date

VERIZON WIRELESS PERSONAL COMMUNICATIONS LP (A DELAWARE LP) D/B/A  
VERIZON WIRELESS AND VERIZON WIRELESS OF THE EAST LP BY VERIZON  
WIRELESS OF GEORGIA LLC, ITS GENERAL PARTNER BY CELCO PARTNERSHIP,  
ITS SOLE MEMBER D/B/A VERIZON WIRELESS

  
Todd Loeschano, Executive Director  
Enterprise & Government

20 Jan 2012  
Date

**15.20 Successors and Assigns**

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the dates signed below.

**STATE OF FLORIDA  
DEPARTMENT OF MANAGEMENT SERVICES**

Approved as to form and legality by the  
Department's Office of the General Counsel

\_\_\_\_\_  
**John P. Miles, Secretary**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**VERIZON WIRELESS PERSONAL COMMUNICATIONS LP (A DELAWARE LP) D/B/A  
VERIZON WIRELESS AND VERIZON WIRELESS OF THE EAST LP BY VERIZON  
WIRELESS OF GEORGIA LLC, ITS GENERAL PARTNER BY CELLCO PARTNERSHIP,  
ITS SOLE MEMBER D/B/A VERIZON WIRELESS**

  
\_\_\_\_\_  
**Todd Loccisano, Executive Director  
Enterprise & Government**

\_\_\_\_\_  
**Date**

*20-JAN-2012*

**CONTRACT NO.: DMS-10/11-008C**  
**BETWEEN**  
**DEPARTMENT OF MANAGEMENT SERVICES**  
**AND**  
**VERIZON WIRELESS PERSONAL COMMUNICATIONS LP D/B/A VERIZON WIRELESS**

**AMENDMENT NO.: 3**

**THIS AMENDMENT** to the Mobile Communication Services (MCS) Contract **DMS-10/11-008C**, effective January 20, 2012 (“Contract”), is entered into as of the last date signed below, by and between the parties to the Contract, namely, the State of Florida, Department of Management Services (“Department”), and Verizon Wireless Personal Communications LP d/b/a Verizon Wireless and Verizon Wireless of the East LP d/b/a Verizon Wireless by Celco Partnership, its General Partner with its principal place of business at One Verizon Way, Basking Ridge, NJ 07920-1097 (“Service Provider”).

**WHEREAS**, the Parties entered into the Contract **DMS-10/11-008C** to set forth the duties and obligations of Contractor and Department in relation to Contractor’s performance of its duties in connection with the Contract; and

**WHEREAS**, despite diligent and good faith efforts from both parties, the period defined by the Contract for transitioning SUNCOM Clients from their existing service plans, and implementing the associated business processes will take more time than anticipated; and

**WHEREAS**, the Parties amended the Contract in 10/08/12 (Amendment 1) to change the completion date required in Section 2.07 of the Contract from eight months to thirteen months; and

**WHEREAS**, the Parties amended the Contract in 2/19/13 (Amendment 2) to change the completion date required in Section 2.07 of the Contract from thirteen months to seventeen months; and

**WHEREAS**, the Parties wish to amend the Contract in Section 2.07 again.

**WHEREFORE**, in consideration of the foregoing premises the Parties hereto agree that the Contract shall be amended as follows:

1. Section 2.07 of the Contract shall be replaced with the following:

**2.07 Transition and Transition Services**

Service Provider will have until December 31, 2013, to complete all transition activities for Intrinsic Endusers (Clients) as described in **Exhibit 2**, Business Process & Operations, in accordance with Section 5.02 of the ITN or to transition to a direct billing method as will be more fully described in a future amendment, and to commence providing the services as specified herein (the “Transition Period”). This will require completion of prerequisite work as specific in the Implementation Checklist and satisfactory demonstration of business processes through a pilot implementation with one or several intrinsic customers.

Upon completion of Implementation Checklist, both parties shall implement a pilot project throughout one complete monthly business cycle with one or more intrinsic clients chosen by both parties. During the pilot and intrinsic transition periods, Service Provider agrees to charge on an incremental basis at a rate no more than the incremental rate associated with the plan to which Department commits in its first authorized “Notification of DMS’ Quarterly Commitment to Verizon Wireless for Mobile Communication Services”.

Service Provider will have until December 31, 2013, in accordance with Section 5.02 of the ITN to complete all transition activities for Discretionary Endusers (Clients) as described in **Exhibit 2, Business Process & Operations**, and to commence providing the services as specified herein (the "Transition Period"). From the time that the Implementation Checklist is approved however, both parties shall make good faith efforts to transition Discretionary Clients as soon as possible.

The Transition Period contract processes and requirements are different from those processes and requirements that will govern after the Transition Period ends. As such, it is the desire of the parties that, **for only the Transition Period**, the operational terms and conditions contained in the earlier agreements between the parties for Wireless Data Services, Contract No.: 03-STO-ITN-001 (MA4974) and Wireless Voice Services, Contract No.: 725-330-05-1, will apply to this Contract. Those operations terms and conditions are hereby incorporated into this agreement as **Exhibit 6**.

Upon any termination of this Agreement, Service Provider shall cooperate and use reasonable efforts to (i) assist the Department and SUNCOM Clients to minimize any impacts resulting from the termination and any transition to a new vendor; and (ii) offer the Services directly to any SUNCOM Client or End User who meets Service Provider's credit requirements and who enters into a contract for service with Service Provider.

Although the Service Provider has until December 31, 2013 in which to complete the Transition Activities, in no event will the Parties begin operating under the funding model described in Exhibit 2 before the Legislature appropriates sufficient funds to cover the Department's obligations required after the completion of the Transition Period. In the event that the Legislature does not appropriate sufficient funds to cover the Department's obligations under the funding model described in Exhibit 2, the Parties will continue to operate under the operational terms and conditions contained in the earlier agreements between the parties for Wireless Data Services, Contract No.: 03-STO-ITN-001 (MA4974) and Wireless Voice Services, Contract No.: 725-330-05-1, until such time as the Legislature appropriates sufficient funds to cover the Department's obligations under the funding model described in Exhibit 2.

2. This Amendment supersedes Amendment 2.

All other terms and conditions of the Contract shall remain in full force and effect. Except as otherwise expressly set forth herein, the terms and conditions contained in the Contract and subsequent amendments, are unchanged. This Amendment, sets forth the entire understanding between the Parties with regard to the subject matter hereof.

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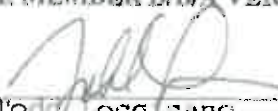
SO AGREED by the parties' authorized representatives on the dates noted below:

STATE OF FLORIDA  
DEPARTMENT OF MANAGEMENT SERVICES:

  
By: Stacy Arias, Deputy Secretary

6/17/13  
Date:

VERIZON WIRELESS PERSONAL COMMUNICATIONS LP (A DELAWARE LP) D/B/A  
VERIZON WIRELESS AND VERIZON WIRELESS OF THE EAST LP BY VERIZON  
WIRELESS OF GEORGIA LLC, ITS GENERAL PARTNER BY CELCO PARTNERSHIP, ITS  
SOLE MEMBER D/W/A VERIZON WIRELESS:

  
By: Todd Loeb, Sr.  
Executive Director,  
Enterprise & Government Contracts  
Print name & title:

6/14/2013  
Date:



**CONTRACT NO.: DMS-10/11-008C**  
**BETWEEN**  
**DEPARTMENT OF MANAGEMENT SERVICES**  
**AND**  
**VERIZON WIRELESS PERSONAL COMMUNICATIONS LP D/B/A VERIZON WIRELESS**

**AMENDMENT NO.: 4**

**THIS AMENDMENT** to the Mobile Communication Services (MCS) Contract **DMS-10/11-008C**, effective January 20, 2012 (“Contract”), is entered into as of the last date signed below, by and between the parties to the Contract, namely, the State of Florida, Department of Management Services (“Department”), and Verizon Wireless Personal Communications LP d/b/a Verizon Wireless and Verizon Wireless of the East LP d/b/a Verizon Wireless by Cellco Partnership, its General Partner with its principal place of business at One Verizon Way, Basking Ridge, NJ 07920-1097 (“Service Provider”).

**WHEREAS**, the Parties entered into the Contract **DMS-10/11-008C** to set forth the duties and obligations of Contractor and Department in relation to Contractor’s performance of its duties in connection with the Contract; and

**WHEREAS**, the Parties wish to amend the Contract.

**WHEREFORE**, in consideration of the foregoing premises the Parties hereto agree that the Contract shall be amended as follows:

1. Section 1 of the Contract is amended as follows:

**1.08 Service(s):** Means the services provided by Service Provider to the Department under this Agreement, including: (i) the wireless telecommunications services specified in Exhibit 1 (Technical Requirements), (ii) the operational services specified in **Exhibit 2** (Business Process and Operations) and Amendment 4, and (iii) such other services not specifically described in this Agreement but which are inherent in the provisioning of such services. Sections 2.01 through 2.05 of **Exhibit 2** only apply to Aircard Devices and Associated Aircard Data Rate Plans.

**1.13 Aircard Devices and Associated Aircard Data Rate Plans:** Means the specific aircard devices (transmit/receive IP data only) that are capable of exclusively utilizing the associated aircard data rate plans, features, and services. The aircard data plans and services shall be available for the following aircard device type form factors but not limited such as: PCMCIA, Express, USB, MiFi, Hotspot, any standard personal computer (PC), or laptop computer with embedded functionality.

**1.14 Non-Aircard Devices, Rate Plans, and Services:** Means all of the Contract products, services, plans, rates, features, and equipment with the exclusion of the above stated Aircard Devices and Associated Aircard Data Rate Plans.

**1.15 Other Eligible Users (OEU):** Means any Eligible Users, as defined in 60FF-1.002(q), Florida Administrative Code, not including State agencies.

2. Section 2.09 of the Contract shall be added:

**2.09 SUNCOM Eligible Users Utilizing Direct Ordering and Billing for Non-Aircard Devices, Rate Plans, and Services**

Notwithstanding any statement to the contrary in the Contract, and relating exclusively to Non-Aircard Devices, Rate Plans, and Services as defined in Section 1:

- A. **Direct Ordering and Billing:** The Service Provider shall accept orders from and directly bill SUNCOM Eligible Users as defined in 60FF-1.002(q), Florida Administrative Code for all Non-Aircard Devices, Rate Plans, and Services or through MyFloridaMarketPlace (MFMP) where applicable. All direct-billing shall be done in accordance with 60FF-2.007, Florida Administrative Code. The Service Provider shall cooperate with DMS and MFMP (and any authorized agent or successor entity to MFMP) to deliver direct-billed Non-Aircard Devices, Rate Plans, and Services under this Contract. The Services Provider's products and services within the Contract shall be exhibited on the MFMP website as a punch-out catalog for SUNCOM Eligible Users.
- B. **Products/Services Sold to Direct-Billed SUNCOM Users:** The Service Provider shall not make any Product/Service available to any SUNCOM Eligible User under this Contract that has not been approved in accordance with section 2.05.1.1.2.4 of Exhibit 2 of the Contract. If approved, the Department shall add the Product/Service to the Product/Service Catalog and provide a SUNCOM price for the Service Provider to market to the SUNCOM Eligible User. No other prices shall be displayed or represented to the SUNCOM Eligible Users under this Contract by the Service Provider.
- C. **Direct Ordering and Billing to SUNCOM Eligible Users:** The Service Provider shall charge the SUNCOM Eligible Users the rates established in Exhibit 3, plus the SUNCOM Cost Recovery rate (Charges) as set forth under the Contract. The SUNCOM's Cost Recovery will be included in all Service Provider's Charges and invoices (such as monthly-recurring and one-time charges) but not listed as a separate charge.

At this time, Verizon Wireless does not support electronic invoices through the Ariba Supplier Network (ASN). Verizon Wireless will work with DMS to address this functionality at a later date.

- D. **SUNCOM Cost Recovery:** The Department shall collect from the Service Provider the SUNCOM Cost Recovery on all monthly access and usage charges from rate plans sold to SUNCOM Eligible Users that are direct-billed under this Contract. The current cost recovery rate is three percent (3%) for all monthly access and usage charges direct-billed under this Contract. The SUNCOM Cost Recovery fee shall supersede all prior Administrative Fees currently paid to the Department under Wireless Data Services, Contract No.: 03-STO-ITN-001 (MA4974) and Wireless Voice Services, Contract No.: 725-330-05-1 pursuant to section 2.07 Transition and Transition Services. The Department may propose modification of the cost recovery rate upon ninety (90) days prior written notice to Service Provider. If mutually agreed upon between the Parties, modifications to the cost recovery rate may take affect earlier than the ninety (90) days. The Service Provider shall remit all funds collected pursuant to the SUNCOM Recovery rate to the Department in the form of a quarterly check. The check shall be accompanied with a complete billing report as described in paragraph E. The first check will be

sent 45 days at the end of each calendar year quarter to cover the fees collected in each quarter. Subsequent checks will be processed in the same manner each quarter thereafter. Service Provider shall be required to remit funds associated with this requirement only when payment has been collected from the End User.

- E. **Contract Number and CPNI Release on Direct-Billed Accounts:** All direct-billed accounts established with OEU's may provide CPNI consent via an executed CPNI release that includes the Contract number for SUNCOM Cost Recovery reporting and audit purposes. The executed OEU CPNI release shall remain effective until the end of the Contract or until terminated by the OEU. The Department shall retain audit authority over all such direct-ordered and billed accounts, strictly for the purposes of reporting and auditing quarterly payments remitted to the Department in accordance with 60FF-2.007, Florida Administrative Code. Should an OEU elect not to provide CPNI consent it will be permitted to participate under this contract, however, user information and billing data for such OEU's shall be provided to the Department in the aggregate only for cost recovery reporting.
- F. **Monthly Reporting of Direct-Billed Accounts and the Department's Audit Authority:** The Service Provider shall provide reporting and auditing in accordance with 60FF-2.007, Florida Administrative Code. Additionally, the Service Provider shall provide the Department with accurate monthly reporting of all direct-billed accounts including, but not limited to: the SUNCOM Eligible User's name, account number, number of active lines, services provided, utilization (minutes, data, and text), amount charged by service, identification of devices and device types, payment indicator, and billing date for State Agencies and OEU's that have provided CPNI consent; for any OEUs that have not provided CPNI consent, this reporting data will be provided in the aggregate. This report shall substantiate quarterly payments remitted to the Department in accordance with paragraphs C and D, above. In the event a discrepancy is cited, the Service Provider shall have 30 days from the date of bill close to provide the Department with the data necessary to reconcile the discrepancy. In the event the Service Provider cannot resolve the cited discrepancy, the Service Provider shall be responsible for payment of the disputed amount within thirty (30) days.
- G. **Product/Service Volume Associated with Direct-Billed Users:** The Department shall be assessed charges for all tiered services at a rate consistent with the total volume sold under this Contract. As such, the volume of minutes, megabytes, subscriptions, records, etc. associated with direct-billed accounts shall be included when determining the applicable rate for tiered services. The Department will utilize the Notification of DMS' Quarterly Commitment to Verizon Wireless for Mobile Communication Services form in the manner originally intended to establish a quarterly commitment for all tiered services.
- H. **SUNCOM Eligible Users Liability:** SUNCOM Eligible Users that are direct-billed under this Contract are solely liable for any performance, duties, and responsibilities generated by their use of this Contract fiscal or otherwise. As stated in Rule 60FF-2.007(3), Florida Administrative Code, "the Department has no obligation to assume payable commitments on behalf of SUNCOM or SUNCOM [Eligible Users] in instances where a vendor or SUNCOM Provider submitted an invoice directly to a SUNCOM [Eligible Users]."
- I. Upon execution of this amendment, the Service Provider shall start establishing direct ordering and direct billing accounts with the SUNCOM Eligible Users at the Charges as described above in paragraph C.

3. Upon execution of this amendment, the pricing as attached in Exhibit 3 will become effective. After successful transition to MCS Contract DMS-10/11-008C rate plans and the collection of CPNI authorizations, the terms and conditions of EXHIBIT 6 (i.e., contracts MA4974 and 725-330-05-1) shall be extended for a period of six months to solely allow for billing transition to MCS Contract DMS-10/11-008C rate plans and the collection of CPNI authorizations.
4. Section 2.07 of the Contract shall only apply to Aircard Devices and Associated Aircard Data Rate Plans. Should additional funding be appropriated to the Department for Non-Aircard Devices, Rate Plans, and Services, Section 2.07 shall then apply to those services as well and the pricing and direct billing model described in this Amendment will be in effect during the transition period.
5. All other terms and conditions of the Contract shall remain in full force and effect. Except as otherwise expressly set forth herein, the terms and conditions contained in the Contract and subsequent amendments, are unchanged. This Amendment, sets forth the entire understanding between the Parties with regard to the subject matter hereof.


SO AGREED by the Parties' authorized representatives on the dates noted below:

STATE OF FLORIDA  
DEPARTMENT OF MANAGEMENT SERVICES:

  
By: Stacy Arjas, Deputy Secretary

8/1/13  
Date:

VERIZON WIRELESS PERSONAL COMMUNICATIONS LP (A DELAWARE LP) D/B/A  
VERIZON WIRELESS AND VERIZON WIRELESS OF THE EAST LP BY VERIZON  
WIRELESS OF GEORGIA LLC, ITS GENERAL PARTNER BY CELLCO PARTNERSHIP, ITS  
SOLE MEMBER D/B/A VERIZON WIRELESS:

  
By:  
Todd Loccisano,  
Executive Director-Enterprise & Government Contracts  
Print name & title:

7/31/2013  
Date:

**DMS - Mobile Communication Services Rates**

	AT&T Mobility	Sprint Solutions	Verizon Wireless
<b>VOICE</b>			
<b>VOICE PER-MINUTE</b>			
<b>Per Minute Voice Rate</b>	<b>5.0¢</b> Nationwide Rate; \$2.83 flat charge in addition to per minute usage	<b>5.2¢</b> Florida Rate \$5.15 minimum charge (includes 100 local &/or long distance minutes)	<b>4.9¢</b> Nationwide Rate Includes 200 SMS messages
<b>VOICE PACKAGES</b>			
<b>250 Min Voice Plan (Florida)</b>	N/A	N/A	<b>\$20.60</b> 4.1¢/min over 250; unlimited MTM, PTT, N&W; 10.3¢/min domestic roaming outside of FL
<b>600 Min Voice Plan (Florida)</b>	N/A	N/A	<b>\$30.90</b> 4.1¢/min over 600; unlimited MTM, PTT, N&W; 10.3¢/min domestic roaming outside of FL
<b>Unlimited Voice Plan (Florida)</b>	N/A	<b>\$41.20</b> Unlimited PTT	<b>\$41.20</b> Unlimited PTT; 10.3¢/min domestic roaming outside of FL
<b>100 Min Voice Plan (Nationwide)</b>	<b>\$18.54</b> 25¢/min over 100; unlimited MTM, N&W	N/A	N/A
<b>250 Min Voice Plan (Nationwide)</b>	N/A	<b>\$19.57</b> 5.2¢/min over 250; unlimited MTM, PTT, N&W	<b>\$25.75</b> 5.2¢/min over 250; unlimited MTM, PTT, N&W
<b>300 Min Voice Plan (Nationwide)</b>	<b>\$23.69</b> 25¢/min over 300; unlimited MTM, N&W	<b>\$22.66</b> 5.2¢/min over 250; unlimited MTM, PTT, N&W	N/A
<b>500 Min Voice Plan (Nationwide)</b>	N/A	<b>\$24.72</b> 5.2¢/min over 500; unlimited MTM, PTT, N&W	N/A
<b>600 Min Voice Plan (Nationwide)</b>	<b>\$33.99</b> 25¢/min over 600; unlimited MTM, N&W	N/A	<b>\$36.05</b> 5.2¢/min over 600; unlimited MTM, PTT, N&W
<b>1,000 Min Voice Plan (Nationwide)</b>	<b>\$44.29</b> 25¢/min over 1,000; unlimited MTM, N&W	<b>\$33.99</b> 5.2¢/min over 1,000; unlimited MTM, PTT, N&W	N/A
<b>Unlimited Voice Plan (Nationwide)</b>	<b>\$51.50</b>	<b>\$51.49</b> Unlimited PTT	<b>\$51.50</b> Unlimited PTT
<b>POOLED VOICE PACKAGES</b>			
<b>300 Min Voice Plan</b>	<b>\$24.72</b> 25¢/min over 300; unlimited MTM, N&W	N/A	N/A
<b>600 Min Voice Plan</b>	<b>\$35.02</b> 25¢/min over 600; unlimited MTM, N&W	N/A	N/A
<b>1,000 Min Voice Plan</b>	<b>\$45.32</b> 25¢/min over 1,00; unlimited MTM, N&W	N/A	N/A
<b>6,000 Min Voice Plan</b>	<b>\$133.90</b> 25¢/min over 6,000; unlimited MTM, N&W	N/A	N/A

**DMS - Mobile Communication Services Rates**

	AT&T Mobility	Sprint Solutions	Verizon Wireless
<b>DATA</b>			
<b>PER MB; ALL DATA</b>			
<b>Per MB Data Rate</b>	<b>30¢</b> \$2.83 flat charge in addition to per MB usage	<b>4.1¢</b> \$20.60 minimum charge for Blackberry/Smartphone (500MB), \$25.75 minimum charge for Aircards (500MB)	<b>9.9¢</b>
<b>BLACKBERRY/SMARTPHONE DATA - PACKAGES</b>			
<b>500 MB Plan</b>	N/A	<b>\$20.60</b> 4.1¢/MB over 500; maximum charge \$25.75 \$10.30 premium for specified devices	<b>\$15.45</b> 0.849¢/MB over 500; Unlimited messaging if bundled with available voice plan
<b>1,000 MB Plan</b>	N/A	N/A	<b>\$20.60</b> 0.849¢/MB over 1,000; Unlimited messaging if bundled with available voice plan
<b>2,000 MB Plan</b>	<b>\$20.60</b> \$10.00 for additional 1 GB	N/A	<b>\$23.69</b> 0.849¢/MB over 2,000; Unlimited messaging if bundled with available voice plan
<b>Unlimited Data Plan</b>	<b>\$23.69</b>	<b>\$25.75</b> * This plan is \$20.60 when bundled with voice services; \$10.30 premium for specified devices	<b>\$32.96</b> Unlimited messaging & Tethering if bundled with available voice plan
<b>TABLET DATA - PACKAGES</b>			
<b>500 MB Plan</b>	N/A	N/A	<b>\$20.60</b> 0.849¢/MB over 500
<b>1,000 MB Plan</b>	N/A	<b>\$20.60</b> 4.1¢/MB over 1,000; Add'l charge of 26¢/MB off-network over 100 MB	<b>\$25.75</b> 0.849¢/MB over 1,000
<b>2,000 MB Plan</b>	N/A	<b>\$30.90</b> 4.1¢/MB over 2,000; Add'l charge of 26¢/MB off-network over 100 MB	<b>\$30.90</b> 0.849¢/MB over 2,000
<b>5,000 MB Plan</b>	<b>\$33.99</b> 5¢/MB over 5,000	<b>\$41.20</b> 4.1¢/MB over 5,000; Add'l charge of 26¢/MB off-network over 300 MB	N/A
<b>6,000 MB Plan</b>	N/A	<b>\$36.04</b> 4.1¢/MB over 6,000; Add'l charge of 26¢/MB off-network over 300 MB	N/A
<b>12,000 MB Plan</b>	N/A	<b>\$82.39</b> 4.1¢/MB over 12,000; Add'l charge of 26¢/MB off-network over 300 MB	N/A
<b>Unlimited Data Plan</b>	N/A	<b>\$39.13</b> * Acceptable usage; Add'l charge of 26¢/MB for roaming over 300 MB	<b>\$36.05</b>

**DMS - Mobile Communication Services Rates**

	AT&T Mobility	Sprint Solutions	Verizon Wireless
<b>AIRCARD DATA - PACKAGES</b>			
<b>500 MB Plan</b>	N/A	<b>\$25.75</b> 4.1¢/MB over 500; Add'l charge of 26¢/MB for roaming over 300 MB	<b>\$20.60</b> 0.849¢/MB over 500; Unlimited SMS Messaging
<b>1,000 MB Plan</b>	N/A	<b>\$30.89</b> 4.1¢/MB over 1,000; Add'l charge of 26¢/MB for roaming over 300 MB	<b>\$25.75</b> 0.849¢/MB over 1,000; Unlimited SMS Messaging
<b>2,000 MB Plan</b>	N/A	<b>\$35.01</b> 4.1¢/MB over 2,000; Add'l charge of 26¢/MB for roaming over 300 MB	<b>\$30.90</b> 0.849¢/MB over 2,000; Unlimited SMS Messaging
<b>5,000 MB Plan</b>	<b>\$33.99</b> 5¢/MB over 5,000	N/A	N/A
<b>* Unlimited MB Plan</b>	<b>\$36.05</b> Potential for throttling over 5 GB	N/A	N/A
<b>Unlimited Data Plan</b>	<b>\$41.19</b>	<b>\$36.04</b> * Acceptable usage; Add'l charge of 26¢/MB for roaming over 300 MB	<b>\$36.05</b> Unlimited SMS Messaging
<b>OTHER VOICE/DATA OPTIONS</b>			
	<b>\$49.44</b> 300 Min of nationwide calling, unlimited MTM, N&W, data, & texting; 25¢/min over 300	N/A	<b>\$36.05</b> Unlimited Blackberry/Smartphone data, SMS Messaging, N&W, MTM, PIX, FLIX; All other minutes at 5.2¢
	<b>\$61.80</b> 600 Min of nationwide calling, unlimited MTM, N&W, data, & texting; 25¢/min over 600	N/A	N/A
	<b>\$72.10</b> 1,000 Min of nationwide calling, unlimited MTM, N&W, data, & texting; 25¢/min over 1,000	N/A	N/A
	<b>\$159.65</b> 6,000 Min of nationwide calling, unlimited MTM, N&W, data, & texting; 25¢/min over 6,000	N/A	N/A
	<b>\$58.71</b> 300 Min of nationwide calling, unlimited MTM, N&W, texting & data with tethering; \$10/GB over 4; 25¢/min over 300	N/A	N/A
	<b>\$71.07</b> 600 Min of nationwide calling, unlimited MTM, N&W, texting & data with tethering; \$10/GB over 4; 25¢/min over 600	N/A	N/A
	<b>\$81.37</b> 1,000 Min of nationwide calling, unlimited MTM, N&W, texting & data with tethering; \$10/GB over 4; 25¢/min over 1,000	N/A	N/A
	<b>\$168.92</b> 6,000 Min of nationwide calling, unlimited MTM, N&W, texting & data with tethering; \$10/GB over 4; 25¢/min over 6,000	N/A	N/A

<b>DMS - Mobile Communication Services Rates</b>			
	<b>AT&amp;T Mobility</b>	<b>Sprint Solutions</b>	<b>Verizon Wireless</b>
<b>ALL INCLUSIVE PLAN</b>			
	N/A	<b>\$72.10</b> Unlimited nationwide calling; unlimited messaging; Blackberry unlimited email & Web Plan (BES) or Nextel Pro Pack; \$10.30 premium for specified devices	<b>\$72.10</b> Unlimited nationwide calling; unlimited messaging; 5 GB of data/tethering
<b>TELEMETRY ( Machine-to-Machine)</b>			
<b>1 MB Plan w-Pooling</b>	<b>6.18</b> \$5.00/MB over 1	<b>\$5.67</b> \$3.09/MB over 1 Pooling Restrictions	<b>\$5.00</b> \$2.50/MB over 1
<b>2 MB Plan w-Pooling</b>	<b>\$9.27</b> \$5.00/MB over 2	<b>\$6.18</b> \$3.09/MB over 2 Pooling Restrictions	N/A
<b>3 MB Plan w-Pooling</b>	<b>\$11.33</b> \$5.00/MB over 3	N/A	N/A
<b>4 MB Plan w-Pooling</b>	<b>\$13.39</b> \$5.00/MB over 4	N/A	N/A
<b>5 MB Plan w-Pooling</b>	<b>\$15.45</b> \$5.00/MB over 5	<b>\$8.24</b> \$3.09/MB over 5 Pooling Restrictions	<b>\$7.00</b> \$2.50/MB over 5
<b>10 MB Plan w-Pooling</b>	<b>\$18.54</b> \$5.00/MB over 10	<b>\$11.33</b> \$3.09/MB over 10 Pooling Restrictions	N/A
<b>100 MB Plan w-Pooling</b>	N/A	<b>\$18.54</b> 31¢/MB over 100 Pooling Restrictions	<b>\$15.00</b> \$2.50/MB over 100
<b>500 MB Plan</b>	N/A	<b>\$21.63</b> 31¢/MB over 500 Pooling Included Pooling Restrictions	<b>\$20.00</b> \$2.50 MB over 500 * Pooling premium of \$10.00 per line
<b>MESSAGING</b>			
<b>Per SMS Message Rate</b>	N/A	<b>4.1¢</b> Minimum charge of \$5.15 for voice service applies in the absence of a data plan	<b>2.0¢</b>
<b>Per MMS Message Rate</b>	N/A	N/A	<b>5.0¢</b>
<b>200 Messages (SMS/MMS)</b>	<b>\$2.06</b> 10¢/message over 200	N/A	N/A
<b>300 Messages (SMS/MMS)</b>	N/A	<b>\$1.03</b> 4.1¢/message over 300	<b>\$2.00</b> 5¢/message over 300
<b>500 Messages (SMS/MMS)</b>	N/A	<b>\$2.06</b> 5.2¢/message over 500	<b>\$3.00</b> 5¢/message over 500
<b>Unlimited Messages (SMS/MMS)</b>	<b>\$5.15</b>	<b>\$5.15</b>	<b>\$7.00</b>
<b>OTHER</b>			
<b>Monthly Push-to-Talk Subscription; CDMA</b>	N/A	<b>\$10.30</b> Includes unlimited N&W, MTM; other calls billed at 5.2¢/minute	<b>\$10.00</b> Unlimited PTT & MTM
<b>Monthly Tethering Premium</b>	\$9.27 Available only w/Gov't Nation Voice Pooled Plan	<b>\$10.30</b>	<b>\$10.00</b>

**NOTE:** PTT = Push-to-Talk  
N&W = Nights and Weekends  
MTM = Mobile-to-Mobile